

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board of Trustees (Regular meeting)
Monday, April 13, 2015
2323 North Broadway, #107
Santa Ana, CA 92706

District Mission

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

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

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

Americans with Disabilities Acts (ADA)

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

A G E N D A

1.0 PROCEDURAL MATTERS

4:30 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Administration of Oath of Allegiance to Raquel Manriquez, April 2015 Interim Student Trustee

1.4 Recognition of Students

1.5 Approval of Additions or Corrections to Agenda

Action

1.6 Public Comment

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

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

1.7 Approval of Minutes – Regular meeting of March 23, 2015

Action

1.8 Approval of Consent Calendar Action

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

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

1.9 Presentation on Marketing/Outreach

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

2.2 Reports from College Presidents

- Enrollment
- Facilities
- College activities
- Upcoming events

2.3 Report from Student Trustee

2.4 Reports from Student Presidents

- Student activities

2.5 Reports from Academic Senate Presidents

- Senate meetings

3.0 INSTRUCTION

*3.1 Approval of New Occupational Therapy Assistant (OTA) Agreement – Genesis ElderCare Rehabilitation Services, Inc. dba Genesis Rehab Services Action

The administration recommends approval of the new OTA agreement with Genesis ElderCare Rehabilitation Services, Inc. dba Genesis Rehab Services in Kennett Square, Pennsylvania.

*3.2 Approval of New OTA Agreement – Adelanto Elementary School District Action

The administration recommends approval of the new OTA agreement with the Adelanto Elementary School District in Adelanto, California.

*3.3 Approval of OTA Agreement Renewal –Arrowhead Orthopaedics Action

The administration recommends approval of the agreement renewal with Arrowhead Orthopaedics in Redlands, California.

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

- *3.4 Approval of Amendment to Instructional Agreement with SER, Jobs for Progress, Inc. for Basic Skills Training Action
The administration recommends approval of the amendment to the instructional agreement with SER, Jobs for Progress, Inc. for basic skills training for the program year 2014-2015.
- *3.5 Approval of Amendment to Instructional Agreement with SER, Jobs for Progress, Inc. for Vocational Training Action
The administration recommends approval of the amendment to the instructional agreement with SER, Jobs for Progress, Inc. for vocational training for the program year 2014-2015.
- *3.6 Approval of New Fire Technology Agreement: City of Irvine Action
The administration recommends approval of the new fire technology agreement with the City of Irvine in California.
- *3.7 Approval of Santa Ana College (SAC) Upward Bound Summer Residential Program Contract Action
The administration recommends approval of the agreement between Chapman University and the SAC Upward Bound Program for 2015.
- *3.8 Approval of Santiago Canyon College (SCC) Upward Bound Math and Science Summer Residential Program Contract with California State University, Fullerton (CSUF) Action
The administration recommends approval of the Upward Bound Math and Science Summer Residential Program contract with CSUF for 2015.

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *4.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.
- *4.2 Approval of State Categorical Program Flexibility Transfer Action
The administration recommends approval of the State Categorical Flexibility Transfer request per Education Code 84043 as presented.
- *4.3 Adoption of Resolution No. 15-07 regarding Expenditure Transfers to Permit Payment of Obligations Action
The administration recommends adoption of Resolution No. 15-07 regarding expenditure transfers as presented.
- *4.4 Approval of Reappointments/Reaffirmations for Measure E Citizens' Bond Oversight Committee Action
The administration recommends approval of the appointment and reaffirmations of the Measure E Citizens' Bond Oversight Committee for the 2015 year as presented.

* Item is included on the Consent Calendar, Item 1.8.

- *4.5 Approval of Reappointments/Reaffirmations for Measure Q Citizens' Bond Oversight Committee Action
The administration recommends approval of the reaffirmations of the Measure Q Citizens' Bond Oversight Committee for the 2015 year as presented.
- *4.6 Approval of Lease Agreement with Reazon Systems Action
The administration recommends approval of the lease agreement with Reazon Systems and authorization be given to the Vice Chancellor of Business Operations/Fiscal Services to execute the agreement on behalf of the district as presented.
- *4.7 Approval of Legal Services Agreement – Orbach Huff Suarez + Henderson LLP Action
The administration recommends approval of the legal service agreement with Orbach Huff Suarez + Henderson LLP to provide legal services on facilities, construction and real estate matters as presented.
- *4.8 Approval of Legal Services Agreement – Public Agency Law Group Action
The administration recommends approval of the legal service agreement with Public Agency Law Group to provide legal services on facilities, construction and real estate matters as presented.
- *4.9 Approval of Agreement with Community College League of California (CCLC) for Consulting on Energy and Environment Services to Support Solar Projects Action
The administration recommends approval of the agreement with CCLC and Murley Consulting Group for consulting services to assist with the solicitation and evaluation of solar projects as presented.
- *4.10 Approval of Agreement with Donald Krotee Partnership, Inc. for Site Improvements at Orange County (OC) Sheriff's Regional Training Academy Action
The administration recommends approval of the agreement with Donald Krotee Partnership, Inc. for site improvements at the OC Sheriff's Regional Training Academy as presented.
- *4.11 Approval of Amendment to Agreement with Bernards Management Services for Close Out of Site Perimeter Project at Santa Ana College Action
The administration recommends approval of the amendment to the agreement with Bernards Management Services for time only for the close out of the Site Perimeter Project at SAC.

- *4.12 Approval of Amendment to Agreement with Hammel, Green and Abrahamson, Inc. for Professional Design Services for Science, Technology, Engineering and Math (STEM) Building at Santa Ana College Action
The administration recommends approval of Amendment #1 with Hammel, Green and Abrahamson, Inc. for the STEM building at SAC as presented.
- *4.13 Rejection of All Bids for Bid #1260 – Parking Lots Resurface and Stripe at Centennial Education Center (CEC) for Santa Ana College Action
The administration recommends rejection of all bids for Bid #1260 – Parking Lots Resurface and Stripe at CEC for SAC as presented.
- *4.14 Approval of Amendment to Agreement with Dahl Taylor and Associates for Professional Design Services for Heating, Ventilation and Air Conditioning (HVAC) Renovations at Child Development Center at Santiago Canyon College Action
The administration recommends approval of the amendment with Dahl Taylor and Associates for professional design services for the HVAC renovations at the CDC at SCC as presented.
- *4.15 Approval of Amendment to Agreement with Glumac for Commissioning Consulting Services for Retro-Commissioning Project of Science Center at Santiago Canyon College Action
The administration recommends approval of the amendment with Glumac for commissioning consulting services for the Retro-Commissioning Project of the Science Center at SCC as presented.
- *4.16 Approval of CMAS Contract #3-13-70-2428AA to Accuvant, Inc. Action
The administration recommends approval of the use of the California Multiple Awards Schedule Contract #3-13-70-2428AA and all future contract extensions, supplements and modifications on an as-needed basis offered by Accuvant, Inc. as presented.
- *4.17 Approval of Vendor Name Change Action
The administration recommends approval of the vendor Ryan’s Express Motorcoach dba Ryan’s Express name change to Michelangelo Leasing, Inc. dba Ryan’s Express as presented.

* Item is included on the Consent Calendar, Item 1.8.

5.0 GENERAL

- *5.1 Approval of Resource Development Items Action
The administration recommends approval of budgets, acceptance of grants, and authorization for the Vice Chancellor of Business Operations/ Fiscal Services or his designee to enter into related contractual agreements on behalf of the district for the following:
- | | |
|---|------------|
| - Basic Skills Initiative (SAC) - <i>Adjustment</i> | -\$187,185 |
| - Basic Skills Initiative (SCC) – <i>Augmentation</i> | \$ 15,395 |
| - National Science Foundation – SCC STEM Scholars Academy (SCC) | \$621,913 |
- 5.2 Board of Trustees Cast Ballot for California Community College Trustees Board of Directors Election – 2015 Action
- 5.3 Reports from Board Committees Information
- Board Safety & Security Committee
- 5.4 Board Member Comments Information

RECESS TO CLOSED SESSION

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

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

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

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

Blaser v. Rancho Santiago Community College District et al, Orange County Superior Court Case No. 30-2014-00717516 (Andrew Banks Dept. C11)

3. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)
4. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services
Employee Organizations: Continuing Education Faculty Association
5. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])
6. Liability Claim (pursuant to Government Code Section 54956.95)
Rejection of Claim – File #EMP1500680 JW
7. Conference with Real Property Negotiators (pursuant to Government Code Section 54956.8)
Property Address: 500 W. Santa Ana Blvd., Santa Ana, California
Agency Negotiator: Dr. Raúl Rodríguez, Chancellor
Negotiating Parties: CIM Urban Reit Properties I LP Under
Negotiation: Price and Terms of Payment

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

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

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

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

Action

- Approval of Appointments
- Approval of Changes of Assignment
- Approval of Adjusted Hourly Rate for Interim Assignments
- Ratification of Resignations/Retirements
- Approval of FARSCCD Part-time/Hourly Step Increases
- Approval of Permission to Accept Outside Assignments
- Approval of Hiring of Temporary Employees per E.C. 87470
- Approval of Hiring of Temporary Long-term Substitutes per E.C. 87481 & 87482
- Approval of Stipends
- Approval of 2015-2016 Sabbatical Leaves of Absence
- Approval of Leaves of Absence

6.1 Management/Academic Personnel – (cont.)

- Approval of Part-time Hourly New Hires/Rehires
- Approval of Non-paid Instructors of Record
- Approval of Non-paid Intern Services

6.2 Classified Personnel

Action

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

6.3 Approval of Revised Cabinet Salary Schedule and Employment Agreements

Action

It is recommended that the board approve the revised Cabinet salary schedule and employment agreements for the college presidents and vice chancellors effective January 1, 2015.

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

Action

It is recommended that the board receive the bargaining proposal and schedule a public hearing for April 27, 2015.

6.5 Rejection of Claim

Action

The district's claim administrator recommends the board authorize the chancellor or his designee to reject claim #EMP1500680 JW.

7.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be held on April 27, 2015.

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

Board of Trustees
(Regular meeting)

Monday, March 23, 2015

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

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

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

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Ms. Raquel Manriquez, Student President, Santa Ana College (SAC).

1.3 Approval of Additions or Corrections to Agenda

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

1.4 Public Comment

Dr. Barry Resnick spoke regarding the agreement with two Saudi Arabia technical colleges and the Rancho Santiago Community College District (RSCCD) Foundation.

Ms. Alvarez arrived during Dr. Resnick's public comments.

Dr. Christine Umali Kopp read a statement from a faculty member regarding the agreement with two Saudi Arabia technical colleges and the RSCCD Foundation.

1.5 Approval of Minutes

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve the minutes of the meeting held March 9, 2015. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Mr. Solorio, and Mr. Yarbrough.

Ms. Nelida Mendoza Yanez arrived at this time.

1.6 Approval of Consent Calendar

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

3.1 Approval of Agreement with AcademicWorks for Scholarship Processing and Management at Santiago Canyon College (SCC)

The board approved the three-year subscription agreement for scholarship processing with AcademicWorks.

4.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

4.2 Approval of Budget Increases/Decreases and Budget Transfers

The board approved budget increases, decreases and transfers during the month of February 2015.

4.3 Approval of Agreement with STV, Inc. for Rancho Santiago Adult Education Consortium Facility Master Planning Consulting Services

The board approved the agreement with STV, Inc. for Rancho Santiago Adult Education Consortium Facility Master Planning Consulting Services as presented.

4.4 Approval of Agreement with Alta Environmental for Hazardous Material Monitoring for Dunlap Hall Renovation Project at Santa Ana College

The board approved the agreement with Alta Environmental for hazardous material monitoring for the Dunlap Hall renovation project at SAC as presented.

4.5 Approval of Change Order #1 for Bid #1245 for Nealley Library (L) Building Roof Repairs at Santa Ana College

The board approved change order #1 for Bid #1245 for Nealley Library (L) building roof repairs at SAC.

4.6 Approval of Notice of Completion for Bid #1245 Nealley Library (L) Building Roof Repairs at SAC

The board approved the Notice of Completion with Letner Roofing, Co. for Nealley Library (L) building roof repairs at SAC as presented.

1.6 Approval of Consent Calendar – (cont.)

4.7 Approval of Notice of Completion for Bid #1247 – Parking Lot Resurfacing at District Operations Center

The board approved the Notice of Completion with JB Bostick Company, Inc. for parking lot resurfacing at the District Operations Center as presented.

4.8 Approval of Purchase Orders

The board approved the purchase order listing for the period February 8, 2015, through March 7, 2015.

5.1 Approval of Resource Development Items

The board approved budgets, accepted grants, and authorized the Vice Chancellor of Business Operations/Fiscal Services or his designee to enter into related contractual agreements on behalf of the district for the following:

-California Early Childhood Mentor Program (SAC/SCC)	\$ 1,000
-Kaleidoscope Project II (SAC) - <i>Augmentation</i>	\$ 6,250
-Next Generation Courseware Challenge Grant (SAC)	\$15,000

5.2 Approval of Sub-Agreement between Rancho Santiago Community College District and City College of San Francisco for Information Communications Technology/Digital Media Sector Navigator Grant

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

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

Dr. Rodríguez provided a report to the board which included the announcement of the resignation of Student Trustee Alana Voechting.

2.2 Reports from College Presidents

The following college representatives provided reports to the board.

Dr. Erlinda Martinez, President, Santa Ana College
Dr. John Weispfenning, President, Santiago Canyon College

2.3 Report from Student Trustee

Since Ms. Alana Voechting had recently resigned, there was no report provided.

2.4 Reports from Student Presidents

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

Mr. Hector Soberano, Student President, Santiago Canyon College
Ms. Raquel Manriquez, Student President, Santa Ana College

2.5 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

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

3.0 INSTRUCTION

Item 3.1 was approved as part of Item 1.6 (Consent Calendar).

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

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

5.0 GENERAL

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

5.3 Adoption of Resolution No. 15-06 Authorizing Payment to Trustee Absent from Board Meeting

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to adopt Resolution No. 15-06 which authorizes payment to Alana Voechting for her absence from the March 9, 2015, board meeting due to illness. Mr. Yarbrough indicated that Ms. Voechting's absence occurred before her resignation on March 17, 2015. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Nelida Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough.

5.4 Board Member Comments

Mr. Solorio asked that the election process for a student trustee that went into effect last year be provided to board members.

Board members congratulated Santa Ana College on its recent award of \$5 million in Awards for Innovation in Higher Education Funds which will help fund the Santa Ana Partnership, and Santiago Canyon College on its recent award of \$621,913, in support of the project entitled "SCC Science, Technology, Engineering, and Mathematics (STEM) Scholars Academy. Mr. Solorio asked that this information be included in outreach/marketing to local students.

5.4 Board Member Comments – (cont.)

Board members thanked Ms. Voechting for her service as student trustee and wished her well in her future endeavors. Mr. Hanna asked that the requirements of the position be thoroughly explained to future candidates seeking the position of student trustee.

In regards to the agreement with two Saudi Arabia technical colleges and the RSCCD Foundation, Mr. Hanna asked the Academic Senate presidents to consider improving its communication with the board since the agreement was discussed at past board meetings.

Ms. Alvarez asked the Academic Senate presidents to consider improving its communication with faculty members who may not attend senate meetings.

Ms. Alvarez asked the chancellor to clarify policy vs. curriculum and the shared governance process to avoid future miscommunication between faculty and the board.

As a member of the RSCCD Foundation, Ms. Barrios expressed disappointment in the disrespectful comments that have been expressed regarding staff associated with the Saudi agreement. She reported that she and her son visited New York University and saw first-hand its pride in having a campus in Abu Dhabi.

As chairperson of the Board Policy Committee, Ms. Barrios indicated she will call a meeting to discuss clarification of the shared governance process.

Ms. Alvarez reported she attended the grand opening of SAC's recently remodeled Tessman Planetarium & Veterans Resource Center. She congratulated SAC Fine & Performing Arts in presenting Steve Martin's comedy, "Picasso at the Lapin Agile" on March 27, 28, and April 3 and 4.

Ms. Alvarez congratulated SCC on its upcoming 15-year-anniversary celebration on May 15, 2015.

Mr. Yarbrough reported he spoke on behalf of the board at the California School Employees Association, Chapter 579, meeting on March 17, at SCC.

Mr. Yarbrough indicated he is looking forward to attending the Board Safety & Security Committee on March 26, 2015.

Mr. Labrado thanked Mr. Manuel Gomez (University of California, Irvine) and Mr. Arturo Franco (California State University, Fullerton), Educational Opportunity Program (EOP) directors who worked with the SAC Extended Opportunity Programs and Services (EOPS) director, for their efforts in initiating the partnership with SAC in the late 1970s. Since Mr. Franco is no longer living, Mr. Labrado asked that Mr. Gomez be honored at a future event for being an integral part of the groundbreaking of the Santa Ana Partnership.

Dr. Rodriguez reported the following will be discussed in closed session:
Conference with Real Property Negotiators (pursuant to Government Code Section 54956.8)

Property Address: 500 W. Santa Ana Blvd., California
Agency Negotiator: Dr. Raúl Rodríguez, Chancellor
Negotiating Parties: CIM Urban Reit Properties I LP
Under Negotiation: Price and Terms of Payment

RECESS TO CLOSED SESSION

The board convened into closed session at 5:46 p.m. to consider the following items:

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Part-time Faculty
 - b. Classified Staff
 - c. Professional Experts
 - d. Student Workers
2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)
3. Liability Claim (pursuant to Government Code Section 54956.95)
Rejection of Claim – File #LBI 1400533
4. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services
Employee Organizations: California School Employees Association, Chapter 888
5. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])
6. Conference with Real Property Negotiators (pursuant to Government Code Section 54956.8)
Property Address: 500 W. Santa Ana Blvd., California
Agency Negotiator: Dr. Raúl Rodríguez, Chancellor
Negotiating Parties: CIM Urban Reit Properties I LP
Under Negotiation: Price and Terms of Payment

Mr. Yarbrough left the meeting at 6:49 p.m. due to a prior commitment.

RECONVENE

The board reconvened at 7:07 p.m.

Closed Session Report

Since the closed session report was overlooked by the president, the report was given after Item 6.3 (Revised Cabinet Salary Schedule and Employment Agreements).

Public Comment

There were no public comments.

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

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

- Approve 2014-2015 FARSCCD Revised Permanent Salary Schedule A
- Approve 2014-2015 FARSCCD Revised Permanent Salary Schedule B
- Approve 2015 Spring CEFA Part-time/Hourly Step Increases
- Approve Return from 2014-2015 Sabbatical Leaves
- Ratify Resignations/Retirements
- Approve Stipends
- Approve Part-time Hourly New Hires/Rehires

6.2 Classified Personnel

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

- Approve Professional Growth Increments
- Approve Out of Class Assignments
- Approve Changes in Position
- Approve Change in Salary Placements
- Approve Temporary to Hourly On Going Assignments
- Approve Return to Regular Assignments
- Ratify Resignations/Retirements
- Approve Temporary Assignments
- Approve Additional Hours for On Going Assignments
- Approve Instructional Associates/Associate Assistants
- Approve Community Service Presenters and Stipends
- Approve Student Assistant Lists

6.3 Approval of Revised Cabinet Salary Schedule and Employment Agreements

It was moved by Ms. Alvarez and seconded by Mr. Solorio to postpone action on the revised Cabinet salary schedule and employment agreements for the college presidents and vice chancellors effective January 1, 2015. Discussion ensued. The motion to postpone action carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio.

The board president asked the clerk to read the closed session report at this time since he overlooked it earlier.

Closed Session Report

Mr. Hanna reported the board discussed public employment, anticipated/potential litigation, a liability claim, labor negotiations, public employee discipline/dismissal/release, and real property negotiations, and the board took no reportable action during closed session.

6.4 Rejection of Claim

It was moved by Ms. Alvarez and seconded by Mr. Solorio to authorize the chancellor or his designee to reject the claim #LBI 1400533. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, and Mr. Solorio.

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on April 13, 2015.

There being no further business, Mr. Labrado declared this meeting adjourned at 7:11 p.m., in memory of Mr. Allan Fainbarg, who generously donated funds towards Santa Ana College's Centennial Scholarship Campaign.

Respectfully submitted,

Raúl Rodríguez, Ph.D.
Chancellor

Approved: _____
Clerk of the Board

Minutes approved: April 13, 2015

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To:	Board of Trustees	Date: April 13, 2015
Re:	Approval of New OTA Agreement – Genesis ElderCare Rehabilitation Services, Inc. DBA Genesis Rehab Services	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this new agreement with the Genesis ElderCare Rehabilitation Services, Inc. DBA Genesis Rehab Services in Kennett Square, Pennsylvania.

Fiscal Impact:	None	Board Date: April 13, 2015
Prepared by:	Omar Torres, Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

AGREEMENT

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into by and between **Genesis ElderCare Rehabilitation Services, Inc DBA Genesis Rehab Services**, hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

A. For the Program in General

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

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

B. For Program Planning

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

C. For Occupational Therapy Assistant Program Students

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

PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

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

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

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

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

B. Insurance:

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

C. Indemnification

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

PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

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

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

PART VI. PERIOD OF AGREEMENT, TERMINATION

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

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

District:

2/28/15
**Rancho Santiago Community College
District
2323 N. Broadway
Santa Ana, CA 92706**

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

Date

Agency:

**Genesis ElderCare Rehabilitation Services, Inc
DBA Genesis Rehab Services
101 East State Street,
Kennett Square, PA 19348**

Diane Durham, MS, OTR

**Diane Durham MS, OTR
VP Education and Staff Development**

08.09.15

Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To: Board of Trustees	Date: April 13, 2015
Re: Approval of New OTA Agreement – Adelanto Elementary School District	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

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

Fiscal Impact: None	Board Date: April 13, 2015
Prepared by: Omar Torres, Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

AGREEMENT

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into by and between Adelanto Elementary School District, hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

A. For the Program in General

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

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

B. For Program Planning

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

C. For Occupational Therapy Assistant Program Students

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

PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

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

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

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

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

B. Insurance:

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

C. Indemnification

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

PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

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

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

PART VI. PERIOD OF AGREEMENT, TERMINATION

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

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

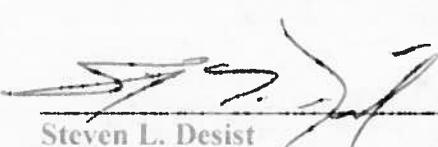
**District: Rancho Santiago Community
College District
Rancho Santiago Community College**

**Agency:
Adelanto Elementary School District
Name of Agency: Adelanto Elementary School
District**

District
2323 N. Broadway
Santa Ana, CA 92706

Address:
11824 Air Expressway Adelanto Ca. 92301

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services



Steven L. Desist
Chief Personnel Officer
Personnel Services

Date

Date 03/20/2015

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To: Board of Trustees	Date: April 13, 2015
Re: Approval of OTA Agreement Renewal – Arrowhead Orthopaedics	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement renewal with Arrowhead Orthopaedics in Redlands, California.

Fiscal Impact: None	Board Date: April 13, 2015
Prepared by: Omar Torres, Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodriguez, Ph.D., Chancellor, RSCCD	

AGREEMENT

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into the 13th day of April, 2015 by and between **Arrowhead Orthopaedics**, 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.

SAC-14-059

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.
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 - 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:
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 2. Procedure guides policy manuals.
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 4. Books and periodicals in the Medical library.

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

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

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

B. Insurance:

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

C. Indemnification

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

PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

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

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

PART VI. PERIOD OF AGREEMENT, TERMINATION

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

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

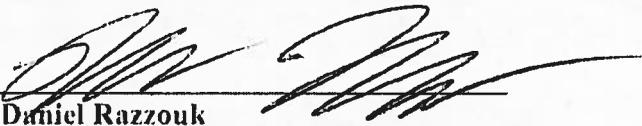
**District: Rancho Santiago Community
College District**

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

Agency: Arrowhead Orthopaedics

Name of Agency: Arrowhead Orthopaedics
Address: 1901 W. Lugonia Ave., Suite 230
Redlands, CA 92374

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services



Daniel Razzouk
Employment Specialist / Compliance Officer
Human Resources

Date

10-28-14

Date

SAC-14-059

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College School of Continuing Education**

To:	Board of Trustees	Date:	April 13, 2015
Re:	Approval of Amendment to Instructional Agreement with SER, Jobs for Progress, Inc. for Basic Skills Training		
Action:	Request for Approval		

BACKGROUND

This is an Amendment to the existing SER, Jobs for Progress, Basic Skills Training Agreement effective July 1, 2014, to June 30, 2015, which was approved by the Rancho Santiago Community College District Board of Trustees on June 9, 2014.

It is requested that the contract hours for the SER Basic Skills Agreement be increased by 13,000 hours thereby increasing the initial contract hours from 159,500 to 172,000 to be effective on March 16, 2015. The District collects State funding on the attendance generated under this Agreement and pays SER an hourly rate per hour of attendance to provide the services.

ANALYSIS

This Amendment shall remain in effect until terminated by either party.

For 2014-2015, Santa Ana College proposes to contract with SER to provide 172,000 student attendance hours in Basic Skills, ESL, and GED Preparation, at the rate of \$2.12 per attendance hour.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Amendment to the Instructional Agreement with SER, Jobs for Progress, Inc. for Basic Skills Training for the program year 2014-2015.

Fiscal Impact:	\$364,640	Board Date:	April 13, 2015
Prepared by:	James Kennedy, Vice President, SAC School of Continuing Education Nilo Lipiz, Dean of Instruction and Student Services		
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College		
Recommended by:	Raúl Rodríguez, Ph.D. Chancellor, RSCCD		

AMENDMENT TO
BASIC SKILLS TRAINING AGREEMENT
BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
SER, JOBS FOR PROGRESS, INC.

This Amendment shall amend and modify the Agreement as follows:

Page 5, Item D 3

D. SER RESPONSIBILITIES

3. The ONE HUNDRED AND SEVENTY-TWO THOUSAND (172,000) hours of approved instruction and training shall be given under the direct supervision of California licensed instructors holding valid California teaching credentials authorizing services in the areas to be taught under this Agreement in vocational programs in a community college or possessing equivalent qualifications as established by the DISTRICT, and all DISTRICT students while engaged in such instruction and training shall be under the immediate supervision and control of such instructors.

Page 7, Item F

F. PAYMENT

The DISTRICT shall reimburse SER for the use of staff and facilities at the rate of TWO DOLLARS AND TWELVE CENTS (\$2.12) per student attendance hour, up to a maximum of ONE HUNDRED AND SEVENTY-TWO THOUSAND (172,000) hours. The hours claimed under this Agreement must be certified to the DISTRICT for actual attendance during the preceding month for all properly enrolled students. Such payment is considered full payment to cover all of SER's contract cost of operating the instructional programs covered by this Agreement.

AMENDMENT TO
BASIC SKILLS TRAINING AGREEMENT
BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
SER, JOBS FOR PROGRESS, INC.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement between Rancho Santiago Community College District and SER, Jobs for Progress, Inc. in the County of Orange, State of California.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Signature:

Date:

Peter J. Hardash, Vice Chancellor
Business Operations/Fiscal Services
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7340

SER, JOBS FOR PROGRESS, INC.

Signature:

Date:

Zeke Hernandez, Interim Executive Director
SER, Jobs for Progress, Inc.
1243 E. Warner
Santa Ana, CA 92706
(714) 556-8741

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College School of Continuing Education**

To:	Board of Trustees	Date: April 13, 2015
Re:	Approval of Amendment to Instructional Agreement with SER, Jobs for Progress, Inc. for Vocational Training	
Action:	Request for Approval	

BACKGROUND

This is an Amendment to the existing SER, Jobs for Progress, Inc. Vocational Training Agreement, effective July 1, 2014, to June 30, 2015, which was approved by the Rancho Santiago Community College District Board of Trustees on June 9, 2014.

It is requested that contract hours for the SER Vocational Training Agreement be decreased by 13,000 hours thereby decreasing the initial contract hours from 45,000 to 32,000 to be effective on March 16, 2015. Rancho Santiago Community College District contracts with SER, Jobs for Progress, Inc. to operate Career Technical Education training. The District collects State funding on the attendance generated under this Agreement and pays SER an hourly rate per hour of attendance to provide the services.

ANALYSIS

This Amendment shall remain in effect until terminated by either party.

For 2014-2015, Santa Ana College proposes to contract with SER, Jobs for Progress, Inc. to provide 32,000 student attendance hours in Career Technical Education/Vocational Training at the rate of \$2.12 per attendance hour.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Amendment to the Instructional Agreement with SER, Jobs for Progress, Inc. for Vocational Training for program year 2014-2015.

Fiscal Impact:	\$67,840	Board Date: April 13, 2015
Prepared by:	James Kennedy, Vice President, SAC School of Continuing Education Nilo Lipiz, Dean of Instruction and Student Services	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

AMENDMENT TO
VOCATIONAL SKILLS TRAINING AGREEMENT
BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
SER, JOBS FOR PROGRESS, INC.

This Amendment shall amend and modify the Agreement as follows:

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1. SER RESPONSIBILITIES

SER shall provide vocational instruction, training, facility, equipment, supervision, and other services for all enrolled students not to exceed a maximum of 32,000 student hours during the 2014/2015 school year (7/1/2014 through 6/30/2015). The vocational instructional program will be Business Skills. Instruction time shall be provided by SER for all students who wish such instruction during school holidays (excluding legal holidays) and Christmas recess provided such instructional time does not exceed total hours stipulated within this Agreement.

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5. PAYMENT

The DISTRICT shall pay to SER on a monthly basis TWO DOLLARS AND TWELVE CENTS (\$2.12) per hour for each student positive attendance hour certified to the DISTRICT for actual attendance during the preceding month at SER's place of instruction for all properly enrolled students who are in good standing with the DISTRICT. Such payment to be considered in full payment to cover all contract cost of

operating said instructional program. Total hours shall not exceed a maximum of 32,000 actual student hours of attendance under this contract.

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8. NEW STUDENTS

SER agrees to accept new students in programs during each enrollment period established by the DISTRICT and according to College enrollment procedures provided that 32,000 student attendance hours are not exceeded.

AMENDMENT TO
VOCATIONAL SKILLS TRAINING AGREEMENT
BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
SER, JOBS FOR PROGRESS, INC.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement between Rancho Santiago Community College District and SER, Jobs for Progress, Inc. in the County of Orange, State of California.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Signature:

Date:

Peter J. Hardash, Vice Chancellor
Business Operations/Fiscal Services
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7340

SER, JOBS FOR PROGRESS, INC.

Signature:

Date:

Zeke Hernandez, Interim Executive Director
SER, Jobs for Progress, Inc.
1243 E. Warner
Santa Ana, CA 92706
(714) 556-8741

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

To: Board of Trustees	Date: April 13, 2015
Re: Approval of New Fire Technology Agreement : City of Irvine	
Action: Request for Approval	

BACKGROUND

The Fire Technology Wellness Program provides wellness classes for officers of the City of Irvine Police Department. After a major part of the coursework was completed and the SAC Fire Technology office billed the Irvine Police Department for tuition, the City of Irvine decided that an agreement should be entered into and, to that end, the attached agreement has been submitted. Classes have been conducted since April, 2014 and will conclude April 23, 2015.

ANALYSIS

This instructional agreement covers the scope of work as provided by the SAC Fire Technology Wellness Program. It shall be effective for one (1) year and can be extended for up to four (4) one (1) year periods with such extension valid if effectuated in writing by the City. This agreement will carry tuition revenue for Santa Ana College of up to \$10,400 for the fiscal year. It has been reviewed by Dean Simon B. Hoffman and college staff.

RECOMMENDATION

It is recommended that the Board of Trustees approve this new agreement with the City of Irvine, California.

Fiscal Impact: None	Board Date: April 13, 2015
Prepared by: Omar Torres, Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of April 13, 2015 by and between the CITY OF IRVINE, a municipal corporation ("City"), and RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT/SANTA ANA COLLEGE, a public postsecondary educational Institution ("Contractor"). (The term Contractor includes professionals performing in a consulting capacity.)

PART I

FUNDAMENTAL TERMS

A. Location of Project: The City of Irvine location(s) as set forth in PART IV, Scope of Services, included herein.

B. Description of Services/Goods to be Provided: Health and Wellness Program for the City of Irvine Public Safety Department in accordance with PART IV, Scope of Services, included herein.

C. Term: Unless terminated earlier as set forth in this Agreement, the services shall commence on January 15, 2015 ("Commencement Date") and shall continue through June 30, 2015. The City reserves the right to extend this Agreement for up to four (4) additional one (1) year periods. Such extension shall only be valid if effectuated in writing by the City.

D. Party Representatives:

D.1. The City designates the following person/officer to act on City's behalf: Aggie Nesh, email: anesh@cityofirvine.org.

D.2. The Contractor designates the following person to act on Contractor's behalf: Terri Wann, email: wann_terri@sac.edu.

E. Notices: Contractor shall deliver all notices and other writings required to be delivered under this Agreement to City at the address set forth in Part II ("General Provisions"). The City shall deliver all notices and other writings required to be delivered to Contractor at the address set forth following Contractor's signature below.

F. Attachments: This Agreement incorporates by reference the following Attachments to this Agreement:

F.1.	Part I:	Fundamental Terms
F.2.	Part II:	General Provisions
F.3.	Part III:	Special Provisions
F.4.	Part IV:	Scope of Services
F.5.	Part V:	Budget

G. Integration: This Agreement represents the entire understanding of City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

CITY OF IRVINE

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT/SANTA ANA
COLLEGE**

By: _____
Ken Brown
Its: Director of Administrative Services

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

By: _____
Its: _____

Attest:

By: _____
Molly McLaughlin
City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

Todd O. Litfin

Contractor Information
Address for Notices and Payments:

1530 West 17th Street Santa
Ana, CA 92706-3398

Attn: Terri Wann
Telephone: (714) 564-6861
Email: wann_terri@sac.edu

PART II
GENERAL PROVISIONS

SECTION ONE: SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on Part IV hereto ("Scope of Services"), which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.

1.2 Changes and Additions to Scope of Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. City approval and/or payment for work claimed by Contractor as changed or additional shall not act to prevent City at any time to claim such work is covered by the Scope of Work and should be performed by Contractor without additional consideration due. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

1.3 Standard of Performance. Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.4 Performance to Satisfaction of City. Notwithstanding any other provision herein, Contractor agrees to perform all work to the satisfaction of City within the time specified. If City reasonably determines that the work is not satisfactory, City shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

1.5 Instructions from City. In the performance of this Agreement, Contractor shall report to and receive instructions from the City's Representative designated in Paragraph D.1 of Part I ("Fundamental Terms") of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the City's Representative.

1.6 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the

facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact in writing and shall not proceed except at Contractor's risk until written instructions are received from the City's Representative.

1.7 Identity of Persons Performing Work.

(A) Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services required hereunder. Contractor shall not replace any of the principal members of the Project team, or any successors to any of such persons, without City's prior written approval.

(B) Contractor represents that the tasks and services required hereunder will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services. In carrying out such tasks and services, Contractor shall not employ any undocumented aliens (that is, persons who are not citizens or nationals of the United States).

(C) This Agreement contemplates the personal services of Contractor and Contractor's employees, and it is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Contractor and Contractor's employees. Neither this Agreement nor any interest therein may be assigned by Contractor, except upon written consent of City.

1.8 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. In the event of any unapproved transfer, including any bankruptcy proceeding, City may void the Agreement at City's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express written consent of City.

SECTION TWO: INSURANCE AND INDEMNIFICATION

2.1 Insurance. Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.8 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the contractor is required to maintain pursuant to this Section 2.1.

2.1.1 Insurance Coverage Required. The policies and amounts of insurance required hereunder shall be as follows:

A. Comprehensive General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 including completed operations and contractual liability, with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for liability arising out of Contractor's performance of this Agreement. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set forth above. If written with an aggregate, the aggregate shall be double the each occurrence limit. Such insurance shall be endorsed to:

(1) Name the City of Irvine and its employees, representatives, officers and agents (collectively hereinafter "City and City Personnel") as additional insured for claims arising out of Contractor's performance of this Agreement.

(2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

B. Automobile Liability Insurance with a limit of liability of not less than \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set above. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto." Such insurance shall be endorsed to:

(1) Name the City of Irvine and its employees, representatives, officers and agents as additional insured for claims arising out of Contractor's performance of this Agreement.

(2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

C. Workers' Compensation Insurance in accordance with the Labor Code of California and covering all employees of the Contractor providing any service in the performance of this agreement. Such insurance shall be endorsed to:

(1) Waive the insurer's right of Subrogation against the City and City Personnel.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement unless your insurance carrier is the State of California Insurance Fund (SCIF) and the endorsement numbers 2570 and 2065 are referenced on the certificate of insurance.

Contractor's completion of the form attached hereto as Exhibit 1 shall be a condition precedent to Contractor's rights under this Agreement. Should Contractor certify, pursuant to Exhibit 1, that, in the performance of the work under this Agreement, it shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, Contractor shall nonetheless maintain responsibility for requiring that any subcontractors performing work under this Agreement have and maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the work performed under this Agreement.

D. Professional Liability Insurance with minimum limits of \$1,000,000 each claim. Covered professional services shall include all work performed under this Agreement and delete any exclusion that may potentially affect the work to be performed.

E. Evidence of Insurance: Contractor shall provide to City a Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

Signed insurance certificates and endorsements must be **sent via email** from Contractor's insurance broker/agent to the City's insurance certificate tracking company at **CertsOnly-Portland@Ebix.com**

The City project title or description **MUST** be included in the "Description of Operations" box on the certificate.

Certificate Holder:

City of Irvine, California
c/o: **CertsOnly-Portland@Ebix.com**

F. Endorsements: A statement on an insurance certificate will not be accepted in lieu of the actual endorsement. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

Additional Insured Endorsements **shall not:**

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of Contractor
4. Contain any other exclusion contrary to the Agreement.

G. Any Deductible in Excess of \$50,000 and/or Self-Insured Retentions must be approved in writing by the City.

H. Acceptability of Insurers. Each policy shall be from a company with current A.M. Best's rating of A VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable

provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

I. Insurance of Subcontractors. Contractor shall be responsible for causing Subcontractors to maintain the same types and limits of coverage in compliance with this Agreement, including naming the City as an additional insured to the Subcontractor's policies.

2.2 Indemnification. Contractor shall indemnify, defend, and hold City and City Personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of Contractor, its employees, agents, representatives or subcontractors which directly or indirectly relate to the work being performed or services being provided under this Agreement, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel in connection therewith:

2.2.1 Contractor shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

2.2.2 Contractor shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

2.2.3 In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the work being performed or services being provided under this Agreement, Contractor shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES

3.1 Compliance with Laws. Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Director of Industrial Relations of the State of California.

3.2 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City against any such

fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City thereunder.

3.3 Covenant against Discrimination. Contractor covenants for itself, its heirs, executors, assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the performance of this Agreement. Contractor further covenants and agrees to comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) as the same may be amended from time to time.

3.4 Independent Contractor. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the City; and neither Contractor nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

3.5 Covenant against Contingent Fees. Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.6 Use of Patented Materials. Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the City harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials consistent with Section 2.2 herein.

3.7 Proprietary Information. All proprietary information developed specifically for City by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of City, and are confidential and shall not be made available to any person or entity without the prior written approval of City. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to City, and

that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by City.

3.8 Retention of Funds. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. City in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of City to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay City any sums Contractor owes City.

3.9 Termination by City. City reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from City, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to receipt of City's notice of termination and for any services authorized in writing by City thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, City may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by City in retaining a replacement contractor and similar expenses, exceeds the Budget.

3.10 Right to Stop Work: Termination by Contractor. Contractor shall have the right to stop work and terminate only if City fails to timely make a payment required under the terms of the Budget. Contractor shall provide City thirty (30) day prior written notice of such claimed payment owed and City shall have an opportunity to remedy any such claimed breach during such time with no legal consequence to City. Contractor shall immediately cease all services hereunder following the thirty (30) day notice, except such services as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to termination and for any services authorized in writing by City thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.9 relating to City's right to take over and finish the work and Contractor's liability shall apply.

3.11 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party with respect to any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent act. A waiver by either party of any default must be in writing.

3.12 Legal Actions. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and Contractor agrees to submit to the personal jurisdiction of such court.

3.13 Rights and Remedies are Cumulative. Except as may be expressly set forth in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies or other rights or remedies as may be permitted by

law or in equity shall not preclude the exercise by such party, at the same or different times, of any other rights or remedies to which such party may be entitled.

3.14 Attorneys' Fees. In any action between the parties hereto seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to have and recover from the other party its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If either party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other party, then the party so litigating shall be entitled to its reasonable attorney's fees and costs from the other party to this Agreement.

3.15 Force Majeure. The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of City or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against City for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.15.

3.16 Non-liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by City, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

3.17 Conflicts of Interest.

A. No officer, official, employee, agent, representative or volunteer of City shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any federal, state or city statute, ordinance or regulation. Contractor shall not employ any such person while this Agreement is in effect.

B. Contractor represents, warrants and covenants that he, she or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement.

C. Contractor acknowledges that pursuant to the provisions of the Political Reform Act (Government Code section 87100 *et seq.*), City may determine Contractor to be a "Consultant" as that term is defined by the Act. In the event City makes such a

determination, Contractor agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Contractor further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

3.18 Contractor Ethics. Contractor represents and warrants that it has not provided or promised to provide any gift or other consideration, directly or indirectly, to any officer, employee, or agent of City to obtain City's approval of this Agreement. Contractor shall not, at any time, have any financial interest in this Agreement or the project that is the subject of this Agreement other than the compensation to be paid to Contractor as set forth in this Agreement. In the event the work and/or services to be performed hereunder relate to a project and/or application under consideration by or on file with the City, (i) Contractor shall not possess or maintain any business relationship with the applicant or any other person or entity which Contractor knows to have a personal stake in said project and/or application, (ii) other than performing its work and/or services to City in accordance with this Agreement Contractor shall not advocate either for or against said project and/or application, and (iii) Contractor shall immediately notify City in the event Contractor determines that Contractor has or acquires any such business relationship with the applicant or other person or entity which has a personal stake in said project and/or application. The provisions in this Section shall be applicable to all of Contractor's officers, directors, employees, and agents, and shall survive the termination of this Agreement.

3.19 Compliance with California Unemployment Insurance Code Section 1088.8. If Contractor is a Sole Proprietor, then prior to signing the Agreement, Contractor shall provide to the City a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. Contractor understands that pursuant to California Unemployment Insurance Code Section 1088.8, the City will report the information from Form W-9 to the State of California Employment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

3.20 CalPERS Annuitants. If Contractor is a California Public Employees' Retirement System ("CalPERS") annuitant, Contractor must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by Contractor. If this Agreement remains in place, Contractor shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

SECTION FOUR: MISCELLANEOUS PROVISIONS

4.1 Records and Reports. The City Manager of the City of Irvine or his/her designee reserves the right to perform such audits, performance reviews, and other evaluations (collectively 'audit') that relate to or concern this Agreement at any time. Contractor agrees to participate and cooperate in up to five (5) hours of meetings and interviews (at no additional cost to City), if the same are requested by the City in connection with such an audit. Further, provided that the City pays Contractor's commercially reasonable hourly rate for services, Contractor agrees to participate and cooperate in such additional meetings and interviews (in

4.6 Special Provisions. Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in Part III of this Agreement ("Special Provisions").

4.7 Precedence. In the event of any discrepancy between Part I ("Fundamental Terms"), Part II ("General Provisions"), Part III ("Special Provisions"), Part IV ("Scope of Services"), and/or Part V ("Budget") of this Agreement, the order of precedence shall be as follows.

- Part III
- Part II
- Part IV
- Part V
- Part I

PART III
SPECIAL PROVISIONS

- 1) **Business License Requirement.** Contractors who provide services for the City of Irvine within the city limits of Irvine shall obtain, within five (5) days of executing this Agreement and prior to commencing any work herein, a City of Irvine business license and shall maintain a current business license throughout the term of this Agreement.

- 2) **Living Wage Ordinance.** The City of Irvine has adopted a Living Wage Ordinance (the "Ordinance") that requires contractors who enter into a contract with the City to provide services with an estimated value of one hundred thousand dollars (\$100,000) or more for any consecutive twelve-month period to comply with the requirements of the Ordinance (reference Appendix A). Contractor shall notify the City in writing if the aggregate value of multiple contracts with the City, including amendments to this Agreement, total \$100,000 or more. Any subcontractor(s) performing work on the Agreement shall also be subject to the requirements of the Ordinance. The current living wage and benefit factor rates are posted on the City's website at www.cityofirvine.org/purchasing. To view the rates, along with other living wage information, click on the "Living Wage Information" link.

Contractors are required to submit a completed Declaration of Compliance - Living Wage Ordinance form (included herein as Appendix B) with their completed contract documents.

The following Living Wage Ordinance information documents are also included: Living Wage Guide (Appendix C); Living Wage Comparable Benefits Summary (Appendix D); and the required Notice to Employees (Contractor Responsibility/Employee Rights) (Appendix E).

- 3) PART II GENERAL PROVISIONS, Section 2.1.1 - C. Worker's Compensation Insurance, is modified to state that Contractor's insurer, ASCIP, will confirm on the certificate that subrogation is waived and therefore will not be required to provide an endorsement.

- 4) PART II GENERAL PROVISIONS, Section 2.1.1 - D. Professional Liability Insurance, is deleted in its entirety.

- 5) PART II GENERAL PROVISIONS, Section 2.1.1 - E. Evidence of Insurance, is modified to state that notices will be sent to Contractor, not to City.

- 6) PART II GENERAL PROVISIONS, Section 2.1.1 - H. Acceptability of Insurers is modified to state that Contractor's insurer, ASCIP is a joint powers authority, self-insured and not an insurance company. ASCIP does not participate in A.M. Best Rating program.

PART IV
SCOPE OF SERVICES

Services shall be performed as set forth below.

Contractor will provide instruction, fitness testing evaluations and access to health professionals for a Public Safety Health and Wellness program.

Contractor agrees to perform during the term of this Agreement, a Wellness Class for the City of Irvine Public Safety Department. The estimated number of students that will participate in the class will be approximately 100. The class will include the following:

The Fitness Assessment will include a 12-lead ECG, graded exercise test, blood pressure, pulmonary function, body composition assessment, and various strength and flexibility tests.

This is a fitness evaluation not a medical assessment a doctor does not evaluate the results.

Students are encouraged to take their individual fitness profile to their doctor for review.

Individualized Fitness Assessment Results Profile will be provided to each participant.

A minimum of 4 lectures/workshops on health, fitness, and nutrition topic will be given during the duration of the Wellness Class. Classes will be repeated up to five times to accommodate the different shift schedules.

Students enrolled in the Wellness Class also have access to registered dietitians, exercise physiologists, and injury prevention specialists throughout the year. Upon request, individual and small group sessions can be arranged throughout the duration of the class (April 24, 2014 thru April 23, 2015). There will be no additional costs for these services.

The Management Services Department's Assistant Management Services Director will receive an aggregate report showing the Public Safety Department's average fitness scores in the following areas: Cardiovascular fitness, muscular fitness, body composition, and coronary risk.

PART V
BUDGET

Pricing shall be as set forth below.

Tuition fee per student:	\$92.00
Material fee per student:	\$12.00
Maximum number of students:	100

Included in the Budget are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with City representatives, and incidental costs incurred in performing under this Agreement. The total compensation for the Scope of Services set forth herein shall not exceed **\$10,400.00** including all amounts payable to Contractor for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and costs arising from or due to termination of this Agreement.

Payment for services will be made monthly on invoices deemed satisfactory to the City, with payment terms of net 30 days upon receipt of invoice. Contractor shall submit invoices within fifteen (15) days from the end of each month in which services have been provided. Contractor shall provide invoices with sufficient detail to ensure compliance with pricing as set forth in this Agreement. The information required may include: date(s) of work, hours of work, hourly rate(s), and material costs.

No work shall be performed in connection with this Agreement until the receipt of a signed City of Irvine Purchase Order. The Purchase Order number must be included on all invoices, along with the City Representative's name. Failure to include this information on the invoice shall result in the return of the unpaid invoice.

Contractors should submit invoices electronically to:

invoicesubmittal@cityofirvine.org

Payment by City under this Agreement shall not be deemed as a waiver of the City's right to claim at a later point that such payment was not due under the terms of this Agreement.

Pricing shall remain firm for the entire Agreement term. Thereafter, any proposed pricing adjustment for follow-on renewal periods shall be submitted to the City Representative in writing at least ninety (90) days prior to the new Agreement term. The City reserves the right to negotiate any proposed pricing adjustment not to exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data as follows: Los Angeles-Riverside-Orange County, CA; All Items; Not Seasonally Adjusted; annualized change comparing the most recent month's reported data to the same month of the prior year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

Exhibit 1

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Contract Services Description: Public Safety Health and Wellness Program

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

(CHECK ONE APPLICABLE BOX BELOW)

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this Agreement and shall submit insurance certificates evidencing such coverage as set forth herein.

I certify that, in the performance of the work under this Agreement, **I shall not employ any person** in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of Irvine and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, **if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions and immediately furnish insurance certificates** evidencing such coverage as set forth herein.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

Dated:	
Contracting Firm:	Rancho Santiago Community College District
Signature:	
Title:	Vice Chancellor Business Operations & Fiscal Services
Address:	1530 West 17 th Street, Santa Ana, CA 92706-3398

Appendix A

CITY COUNCIL ORDINANCE NO. 07-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ADDING DIVISION 6 TO TITLE 2 OF THE IRVINE MUNICIPAL CODE RELATING TO LIVING WAGE REQUIREMENTS

The City Council of the City of Irvine DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Division 6, entitled "Living Wage Requirements," is hereby added to Title 2 ("Administrative Services") of the Irvine Municipal Code to read in its entirety as follows:

Division 6. Living Wage Requirements

Section 2-6-101. Title and Purpose.

A. This division shall be known and may be cited as the "City of Irvine Living Wage Ordinance."

B. The purpose of this division is to improve the quality of services to beneficiaries of City-contracted services and to ensure that employees of City service contractors earn an hourly wage that is sufficient to live with dignity and to achieve economic self-sufficiency. The City contracts with many businesses and organizations to provide services to the public. Such public expenditures should in accordance with a community economic standard that permits workers to live above the poverty level.

C. This division is intended to protect the public health, safety and welfare. It advances this intent by requiring that public funds be expended in such a manner as to facilitate individual self-reliance by employees of City contractors.

Section 2-6-102. Findings.

A. As a charter city, the City has the power to set compensation and terms of employment for its employees as an exercise of its municipal powers.

B. The City awards contracts to private firms and other businesses to provide services to the public and to City government.

C. The use of City funds to create living wage jobs will decrease poverty, increase consumer income, invigorate community businesses and reduce the need for taxpayer-funded social service programs.

D. When City funds are used to contract for services, such contracts should demonstrate an effort to promote an employment environment that enhances the general quality of life within the community and maximizes the productive effect of the City's limited resources.

E. The City's use of contractors that do not provide health insurance to their employees can result in imposing the costs of their medical care on the county, state and federal governments.

F. Employees are more likely to be healthy if their employers provide reasonable health insurance to them and their dependents.

G. The payment of a living wage as required by this division benefits the above-stated interests.

Section 2-6-103. Definitions.

For purposes of this division, the following definitions shall be applicable:

(a) "Benefit factor rate" means the rate established by the City to be the estimated cost of health benefits paid to a covered employee. If the Contractor does not provide comparable benefits equal to or exceeding this rate to the covered employee, the benefit factor rate must be added to the living wage rate to arrive at the total hourly rate that must be paid to the covered employee.

(b) "City" means the City of Irvine and all City agencies, departments and offices, including but not limited to the Irvine Redevelopment Agency and the Orange County Great Park Corporation.

(c) "Contractor" means any person or business that enters into a new service contract or any service contract with the City that is amended, renewed or extended after the effective date of this division except for those bids, RFP's and contracts that were in process at the time this division becomes effective. For the purposes of this division, the term "Contractor" shall include all subcontractors retained by a Contractor to perform any or all of the functions covered by the contract.

(d) "Covered employee" means (1) any employee whose services fulfill the Contractor's contractual obligations for contracts with the City that are subject to this division and (2) any other employee of the

Contractor who performs a majority of his or her services within Orange County. Additionally, bona fide volunteers shall not be considered "covered employees."

(e) "Health benefits" means medical and dental benefits offered by the Contractor to its employees in which the employer pays at least the current benefit factor rate on behalf of its covered employees.

Section 2-6-104. Application of this Division.

Every Contractor that enters into a contract with the City to provide services with an estimated value of one hundred thousand dollars (\$100,000) or more for any consecutive twelve-month period shall comply with the requirements of this division. As a condition of the contract, the Contractor shall notify the City in writing if the aggregate value of multiple contracts with the City is \$100,000 or more.

Section 2-6-105. Duties of the Purchasing Agent.

The Purchasing Agent shall be responsible for ensuring that the requirements of this division are incorporated in all contracts, bid documents, requests for proposals (RFP's) and requests for qualifications (RFQ's) that may be subject to this division to ensure proper implementation of all requirements. In addition, the Purchasing Agent shall be responsible for developing and implementing rules and regulations for the effective administration of all requirements set forth in this division.

Section 2-6-106. Compensation Required to be Paid to Contractor's Employees.

A. All Contractors subject to the requirements of this division shall pay its covered employees an hourly rate and comparable health benefits and paid time off (such as vacation, sick, holiday and jury duty) as set by the most current City Council Resolution establishing compensation policy for employees. The hourly rate shall be the minimum hourly rate of all salary classifications. An additional rate, defined as the benefit factor rate, shall be added to the hourly rate if comparable health benefits are not offered by the Contractor to the covered employee.

B. Beginning July 1, 2007, the City shall provide notice to all covered Contractors by posting current living wage and benefit factor rates on the City's web site in the Bids & RFP's Purchasing section. In general, rates are subject to change each July; however, Contractors are responsible for monitoring and updating payroll records to accommodate rate changes where applicable. In addition, Contractors are responsible

for notifying and ensuring compliance with these requirements by subcontractors retained by Contractor to perform any or all of the functions covered by the contract.

C. A Declaration of Compliance must be signed by an authorized agent of the Contractor and will serve as part of the terms of the contract and/or amendments.

D. In the event that collective bargaining agreements and/or prevailing wage requirements are higher than the current living wage rates as set forth in this division, collective bargaining and/or prevailing wage rates must be paid to covered employees.

Section 2-6-107. Exceptions.

A. The City Council, by majority vote, may grant a whole or partial exception to the requirements of this division to a Contractor at the time of award of the contract if the City Council determines that imposition of the requirements of this division would violate State or Federal laws. A Contractor that desires such a determination by the City Council shall, at the time it submits its bid or proposal to the City, provide the City with a written request that it desires exemption from the requirements of this division, and a reference to the specific State or Federal laws, if applicable, that would be violated if the City imposed the requirements of this division on the Contractor.

B. The City Council, by a four-fifths vote, may grant a whole or partial exception to the requirements of this division to a Contractor at the time of award of the contract if the City Council determines that the existence of an emergency or other extraordinary circumstances (such as the creation of training positions that will enable employees to advance into permanent living wage jobs or better) justifies an exemption from the requirements of this division. Exemptions pursuant to this subsection are disfavored and shall be granted only when a balancing of competing interests weighs clearly in favor of granting an exemption, in the sole and absolute discretion of the City Council. If an exemption is to be granted, a partial exemption is favored over a whole exemption, and limits on the duration of the exemption are favored as well.

Section 2-6-108. Duties of Director of Administrative Services.

A. The Director of Administrative Services, or his or her designee, shall have the authority to perform the following acts for purposes of accomplishing the intent of this division and as deemed necessary or appropriate in the Director's judgment:

(1) Review, investigate and/or maintain records of complaints alleging that the Contractor has violated the requirements of this division.

(2) Perform random audits of the Contractor's and/or the Contractor's subcontractor's records to verify compliance with this division.

B. Upon determining that a Contractor is operating in accordance with the requirements of this division, the Director of Administrative Services shall furnish the Contractor with a written recognition and acknowledgment of such compliance.

Section 2-6-109. Contractor Notice Posting Requirements.

A. A Contractor subject to the requirements of this division shall post in a conspicuous place, as required by State and Federal laws for other notices to employees, a copy of the notice referred to in this division, a sample of which is provided as part of the contract documents. The Contractor is responsible for notifying and requiring compliance from any subcontractors retained by Contractor, to perform any or all functions covered by the contract.

B. A Contractor subject to the requirements of this division shall post in a conspicuous place, as required by State and Federal laws for other notices to employees, a notice of potential Federal Earned Income Tax Credit (EITC) eligibility for covered employees.

Section 2-6-110. Retaliation and Discrimination Prohibited.

No Contractor shall discharge, reduce the compensation of or otherwise discriminate or retaliate against any of its employees for making a complaint to the City, asserting the employee's rights or assisting another employee in making a complaint or asserting his or her rights under this division.

Section 2-6-111. Complaint Process for Violations.

A. Any covered employee may lodge a written complaint with the Director of Administrative Services or his/her designee that a Contractor or subcontractor has violated the requirements of this division.

B. Upon receipt of such a complaint, the Director of Administrative Services, or his/her designee, shall review and investigate at his/her discretion, the complaint and determine if the Contractor should be issued a preliminary notice of violation, which shall also contain the corrective measures the Contractor is required to undertake and/or the

remedies that are being imposed. If the Contractor does not file a timely and sufficient appeal to the preliminary notice of violation, it shall become final and conclusive.

C. If a Contractor receives a notice of violation, the Contractor may request in writing an appeal hearing before the Director of Administrative Services, or his/her designee, to dispute the violation and/or corrective measures and/or remedies required. The request for an appeal hearing shall be filed with the City Clerk within fifteen (15) days of the date the Director of Administrative Services issued the preliminary notice of violation, and shall contain the reasons why the Contractor believes that a violation does not exist and/or that the corrective measures and or remedies are not appropriate. The Director of Administrative Services or his/her designee shall conduct the appeal hearing within forty-five (45) days of receipt of the appeal request. Within fifteen (15) days of the conclusion of the appeal hearing, the Director of Administrative Services shall issue his/her findings and final decision with respect to the appeal hearing

D. A Contractor may appeal the final decision of the Director of Administrative Services to the City Council by filing a written notice of appeal within fifteen (15) days of the date of the Director's final written decision. The City Council shall conduct a hearing on the appeal within forty-five (45) days of its receipt of the appeal request and either uphold, overturn or modify the Director's final decision.

Section 2-6-112. Remedies of City for Violations.

A. The City may impose any or all of the following corrective measures and/or remedies against a Contractor for violations of this division:

(1) Order the Contractor to comply with all regulations of this Section within sixty (60) days.

(2) Order payment to covered employees to compensate the employees up to the compensation level required by this division.

(3) Suspend payments for and/or suspend or cancel contracts between the City and the Contractor.

(4) Render the Contractor ineligible to enter into contracts with the City for a period of three (3) years or until all restitution to covered employees has been paid, whichever is longer.

B. In addition to the above corrective measures and/or remedies, the City shall be entitled to seek any and all other equitable and legal rights it may have under Federal, State and local laws, including without limitation injunctive relief, for purposes of enforcing the remedies set forth above.

Section 2-6-113 . Remedies of Covered Employees for Violations.

A. A covered employee shall have the right to seek the following remedies against a Contractor violating the provisions of this division in a court of competent jurisdiction:

(1) Restitution to compensate the employee for all amounts that should have been paid to the employee pursuant to this division.

(2) Reasonable attorneys' fees and costs.

(3) Any and all other legal and equitable remedies available under Federal, State and local laws.

SECTION 2. If any portion of this Ordinance, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this Ordinance to the extent it can be given effect, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and to this extent the provisions of this Ordinance are severable.

SECTION 3. The City Council determines that pursuant to Title 14, California Code of Regulations Section 15061, this project is exempt from the California Environmental Quality Act because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

SECTION 4. The City Clerk shall certify to the passage of this Ordinance and this Ordinance shall be published as required by law and shall take effect as provided by law.

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the 12th day of June, 2007.

MAYOR OF THE CITY OF IRVINE

ATTEST:

CITY CLERK OF THE CITY OF IRVINE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF IRVINE)

I, SHARIE APODACA, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing Ordinance was introduced for first reading on May 22nd, 2007, and duly adopted at a regular meeting of the City Council of the City of Irvine held on the 12th day of June, 2007, by the following vote:

AYES: 3 COUNCILMEMBERS: Agran, Kang, and Krom

NOES: 2 COUNCILMEMBERS: Choi and Shea

ABSENT: 0 COUNCILMEMBERS: None

CITY CLERK OF THE CITY OF IRVINE

AFFIDAVIT OF POSTING

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF IRVINE)

I, SHARIE APODACA, City Clerk of the City of Irvine, HEREBY DO CERTIFY that on the 22nd day of June 2007, I caused to have posted the foregoing true and correct copy of Ordinance No. 07-15 of the City of Irvine in the following public places in the City:

- 1) Bulletin Board in Walnut Village Shopping Center, Culver and Walnut, Irvine.
- 2) Bulletin Board in University Park Shopping Center, Culver at Michelson, Irvine.
- 3) Bulletin Board in Northwood Shopping Center, Irvine Boulevard at Yale, Irvine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City Council of the City of Irvine, California, the 22nd day of June 2007.

CITY CLERK OF THE CITY OF IRVINE

(Signed document on file with City Clerk's Office)

Appendix B

DECLARATION OF COMPLIANCE Living Wage Ordinance

Name of Contractor Rancho Santiago Community College District
Type of Service Public Safety Health and Wellness Program

The above-named contractor hereby declares and agrees as follows:

1. I have read and understand the requirements set forth by the City's Living Wage Ordinance (the "Ordinance") that has been provided by the City of Irvine ("City") in connection with the City's request for proposals or other invitation or solicitation for the performance of services under a City contract.
2. As a condition of receiving the City contract, I agree to fully comply with all of the requirements specified in the Ordinance. As required by the Ordinance and while under any City contract subject to the Ordinance, I agree to pay no less than the minimum compensation, including the benefit factor rate as applicable, to all "covered employees" as that term is defined by the Ordinance.
3. If the amount of this City contract is less than one hundred thousand dollars (\$100,000), then as a condition of receiving this contract, I agree to notify the City in writing if the aggregate value of multiple City contracts covered by the Ordinance, including amendments to this contract, is one hundred thousand dollars (\$100,000) or more within any consecutive 12-month period.
4. I acknowledge and agree that the Ordinance, and this Declaration, shall constitute part of the City contract, and that these provisions shall govern in the event of any conflict with any other provisions of the contract.
5. I further acknowledge and agree that any violation of the Ordinance constitutes a material breach of City contract, and that if such a breach occurs, the City may avail itself of any or all of the remedies for violations that are provided by the Ordinance.
6. I acknowledge and understand that retaliation and/or discrimination against any employee making a complaint to the City, asserting his or her rights or assisting another employee in making a complaint, constitutes a violation of the Ordinance. In addition, I understand that violated employees may seek any or all of the remedies that are provided by the Ordinance.
7. If requested by the City, I agree to promptly submit certified payroll and/or benefits documents to the City for my firm and/or subcontractor(s) as requested by the City, and shall take any other steps as may be required by the City to ensure that my firm and my subcontractor(s) have complied with the Ordinance. The documents requested may include, but are not limited to, covered employee timesheets, gross pay calculations, pay registers, cancelled checks, medical and dental insurance invoices, paid time off policies, and other related payroll or benefit documents.

8. I agree to require all subcontractors who I retain to perform any or all of the work or services covered by this contract to comply with the requirements of the Ordinance, and I shall include the requirements of the Ordinance in all subcontracts covered thereby.
9. I agree to post in a conspicuous place, as required by State and Federal laws for other notices to employees, a notice informing covered employees of their rights under the Ordinance and a notice of potential Federal Earned Income Tax Credit (EITC) eligibility for covered employees.
10. I have received the "Living Wage Guide" from the City, explaining the specific requirements of the Ordinance in detail.
11. I agree to defend, indemnify, and hold harmless the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorneys' fees) or other liabilities of any kind arising from any violation of the City's Living Wage Ordinance, by my firm or by any subcontractor retained by my firm to perform work or provide services under the City contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.

Signature of Authorized Representative

Date: (Month/Day/Year)

Print Name: _____

Title: _____



Appendix C

City of Irvine Living Wage Guide

Living Wage Description

What is the City of Irvine's Living Wage Ordinance?

The Living Wage Ordinance requires a Contractor entering into City contracts subject to the Ordinance to pay its covered employees an hourly rate, comparable health benefits and paid time off (such as vacation, sick and holiday paid time off) as set by the most current City Council Resolution (Resolution) establishing compensation policy for employees. These benefits are summarized in the Living Wage Comparable Benefits Summary included with this document.

Current hourly and benefit factor rates, along with other Living Wage Ordinance information, is available on the City of Irvine web site at www.cityofirvine.org. Click on the "Doing Business" tab at the top of the screen, and then select "Living Wage Info."

The purpose of the Ordinance is to ensure that employees of City services Contractors can earn an hourly wage that is sufficient to live with dignity and to achieve economic self-sufficiency. The use of City funds to create living wage jobs is intended to decrease poverty, increase consumer income, invigorate community businesses and reduce the need for taxpayer-funded social service programs.

Contractors and Contracts Subject to the Living Wage Ordinance

Which Contractors are subject to the Living Wage Ordinance?

"Contractor" means any person or business that enters into a new service contract or any service contract with the City (including the Orange County Great Park Corporation) and all other City agencies, departments and offices) that is amended, renewed or extended after July 12, 2007 except for those bids, RFP's and contracts that were in process on that date.

The term "Contractor" shall include all subcontractors retained by a Contractor to perform any or all of the functions covered by the contract.

Which contracts are subject to the Living Wage Ordinance?

All services contracts greater than \$100,000 over a 12-month period are subject to the Living Wage Ordinance. A contract shall be subject to the Living Wage Ordinance if the aggregate value of multiple contracts with the City, including amendments to contracts, is \$100,000 or more in a consecutive 12-month period.

Employees Covered Under the Living Wage Ordinance

Who is a "covered employee"?

"Covered employee" means (1) any employee whose services fulfill the Contractor's contractual obligations for contracts with the City that are subject to this Ordinance and (2) any other employee of the Contractor who performs a majority of his or her services within Orange County. Volunteers are not considered "covered employees" under the Ordinance.

Are both part-time and full-time employees covered under the Living Wage Ordinance?

The City does not provide health benefits or paid time off for City employees working less than 30 hours per week on average. Accordingly, there is no current requirement for a Contractor to pay a "benefit factor rate" for its part-time employees who work less than 30 hours a week on average.

Compensation Required Under the Ordinance

What base hourly rate must I pay "covered employees"?

The current City Council Resolution sets the minimum hourly rate. This is the rate at which an employee must be paid if the Contractor also provides the employee with health benefits and paid time off that are equal to or exceeding those offered to City employees, as detailed in the current City Council Resolution. Rates generally change in July of each year. All rate changes will be posted on the City's web site and Contractors are responsible for monitoring all changes and for notifying their subcontractors of those changes.

What if my employees are under a collective bargaining agreement or if I am paying my employees prevailing wages?

In the event that collective bargaining agreements and/or prevailing wage requirements are higher than the current living wage rates as set forth in the Ordinance, collective bargaining and/or prevailing wage rates must be paid to covered employees.

What minimum health and paid time off benefits are offered to City employees?

The selection of benefits of all salary classifications is set forth by the most current City Council Resolution establishing compensation for City employees. Currently, minimum City health benefits include an option for employees to enroll in the City's indemnity medical insurance plan or the Health Maintenance Organization (HMO), and the option to enroll in a dental plan. City benefits also include pro-rata paid time off such as sick, vacation, and holiday pay. A summarization of these benefits is included in the Living Wage Comparable Benefit Summary.

What if I don't offer my employees comparable health and paid time off benefits?

An additional "benefit factor" must be added to the base hourly rate if employees are not offered health and paid time off benefits equal to or exceeding those offered to City employees, as detailed in the current City Council Resolution and summarized in the Living Wage Comparable Benefit Summary. The current benefit factor must be added to the base minimum rate to reach the total minimum rate for covered employees.

If the cost of health and paid time off benefits provided to your employees cost you less than the current benefit factor, the difference between what you pay and the benefit factor must be added to the base minimum rate to achieve the total hourly compensation that must be paid to the covered employees.

All rate changes will be posted on the City's web site. Contractors are responsible for monitoring all changes and for notifying their subcontractors of the changes.

How is the benefit factor calculated and how often is it updated?

The methodology for calculating the benefit factor is based on the actual cost to the City for providing those benefits to employees. The rate is updated as benefit costs change, generally in July of each year. All rate changes will be posted on the City's web site. Contractors are responsible for monitoring all changes and for notifying their subcontractors of the changes.

How do I calculate the benefit factor I am currently paying my employees?

Take the total annual cost you pay, or offer to pay, as the employer for the benefits offered to your employees including health insurance and paid time off benefits, and then divide by 2,080 (the number of hours in a year).

Where do I find the current rates?

Rates may be found on the City's web site, at www.cityofirvine.org. Click on the "Doing Business" tab at the top of the screen, and then select "Living Wage Info." You may also call the Purchasing Department at 949-724-6180.

Rates are subject to change and it is the Contractor's responsibility to monitor and update payroll records to accommodate rate changes when applicable. In addition, Contractors are responsible for notifying and ensuring compliance with these requirements by subcontractors retained by the Contractor to perform any or all functions covered by the contract.

Other Requirements under the Ordinance

What other requirements must I meet under the Ordinance?

You are required under the Ordinance to:

- Post in a conspicuous place, as required by State and Federal laws for other notices to employees, a copy of the notice referred to in the Ordinance that informs covered employees of their rights under the Ordinance. A copy will be provided to you with your contract documents and is also available on the City's web site.
- Post in a conspicuous place, as required by State and Federal laws for other notices to employees, a copy of the notice referred to in the Ordinance that informs covered employees of their potential eligibility for Federal Earned Income Tax Credit (EITC). Provide notification of all of the requirements of the Ordinance to any subcontractors retained by you to perform any or all of the functions covered by the contract; and ensure compliance to the Ordinance.
- You are required to monitor and update your payroll records to accommodate Living Wage minimum wage and benefit factor rates when applicable.
- **You are required to contact the City in writing if you are awarded additional contracts and the aggregate value of your contract(s) with the City, including amendments to your contract(s), is \$100,000 or more in a 12-month period. Such notification should be sent to: Purchasing Agent, City of Irvine, PO Box 19575, Irvine, CA 92623-9575**

You are **prohibited** under the Ordinance to discharge, reduce the compensation, discriminate or retaliate against any employee for making a complaint to the City, asserting his or her rights or assisting another employee in making a complaint or asserting his or her rights under the Ordinance.

Compliance and Violations

How is the Living Wage Ordinance enforced?

Any covered employee may lodge a written complaint and/or the Director of Administrative Services may at any time review, investigate and/or perform random audits of the Contractor's records to verify compliance with the Ordinance.

If I am audited what documents might I be asked to provide?

Specific documents that may be reviewed include, but are not limited to, covered employee time cards, gross pay calculations, pay registers, canceled checks, medical and dental insurance invoices, paid time off policies, required postings and other related payroll or benefit documents.

What happens if it is determined that I am not in compliance with the Ordinance?

The City may impose any or all of the following corrective measures for violations of the Ordinance:

- Order Contractor to comply within 60 days
- Order payment to covered employees to compensate the employee for amounts that should have been paid under the contract
- Suspend payments to the Contractor for the contract in violation
- Cancel the City contract in violation
- Render the Contractor ineligible to enter into contracts with the City for a period of three years or until all restitution to covered employees has been paid, whichever is longer
- Seek all other equitable and legal rights under Federal, State and local laws, including injunctive relief

Is there an appeal process?

If it is determined that the Contractor is not in compliance, the Contractor will be issued a preliminary notice of violation that contains the corrective measures required by the Contractor. The Contractor may request in writing an appeal hearing before the Director of Administrative Services to dispute the violation and/or the corrective measures. The request for appeal hearing must be filed with the City Clerk within fifteen (15) days of the date of the preliminary notice of violation and must contain the reasons the Contractor believes that a violation does not exist and/or that the corrective measures or remedies are not appropriate.

The Director of Administrative Services will conduct the appeal hearing within forty-five (45) days of receipt of the appeal request. Within fifteen (15) days of the conclusion of the appeal hearing, the Director of Administrative Services will issue his/her findings and final decision.

The final decision of the Director of Administrative Services may be appealed to the City Council by filing a written notice of appeal within fifteen (15) days of the date of the Director's final written decision. The City Council shall conduct a hearing on the appeal within forty-five (45) days of its receipt of the appeal request and either uphold, overturn or modify the Director's final decision.

How does a covered employee file a complaint if they believe that a Contractor or subcontractor is in violation of the Ordinance?

A Covered employee who believes a Contractor or subcontractor has violated the requirements of the Ordinance may file a written complaint with the Director of Administrative Services.

What remedies for violation do covered employees have under the Ordinance?

A covered employee may seek the following remedies against a Contractor violating the Ordinance:

- Restitution to compensate the employee for amounts that should have been paid under the contract
- Reasonable attorneys' fees and costs
- Any and all other legal and equitable remedies available under Federal, State and local laws

Exceptions

Are there any circumstances in which an exception to the Ordinance will be granted?

The City Council, by a majority vote, may grant a whole or partial exception at the time of award of the contract if it is determined that imposition of this Ordinance would violate State or Federal laws. A Contractor that desires an exception must, at the time of the bid proposal, provide the City with a written request with a reference to the specific State or Federal law that would be violated.

The City Council, by a four-fifths vote, may grant a whole or partial exception if it is determined that an emergency or extraordinary circumstance justifies an exemption.

More Information

Where can I view more information about the Ordinance?

More information may be found concerning the Living Wage Ordinance, including current rates, by visiting the City's web site at www.cityofirvine.org. Click on the "Doing Business" tab at the top of the screen, and then select "Living Wage Info."

Contact Information

To receive a copy of the Living Wage Guide, or to ask questions about the Living Wage Ordinance, please contact:

Purchasing Department

Phone: (949) 724-6180

FAX: (949) 724-6187

City of Irvine

PO Box 19575

Irvine, CA 92623-9575

Employees registering a complaint against an employer should contact:

Director of Administrative Services

Phone: (949) 724-6255

FAX: (949) 724-6030

City of Irvine

PO Box 19575

Irvine, CA 92623-9575

Appendix D

Living Wage Comparable Benefits Summary

The following benefits are offered to City of Irvine employees who work a minimum of 30 hours per week on average. Contractor employees must be offered benefits equal to or greater than the benefits detailed below or the Contractor is required to add a "benefit factor" to the minimum wage paid to the employee as defined in the Living Wage Ordinance.

Medical Insurance:

a. **Health Insurance:**

The City provides the option to employees to enroll in an indemnity medical insurance plan or Health Maintenance Organization (HMO).

- b. The total cost to the City for medical insurance coverage for employee only shall not exceed 50% of the monthly premium. Employees are responsible for the cost of the remaining premium amount.
- c. The City provides the option to employees, who have enrolled in the HMO plan, to purchase HMO medical insurance for their dependents. The total cost of the additional premium is borne by the employee.
- d. The City provides the option to employees to enroll in a dental Health Maintenance Organization for employees only. The total cost is borne by the employee.

Vacation:

Vacation benefits accrue on a monthly basis as follows:

<u>Years of Service</u>	<u>Annual Vacation Credits</u>
1 through 3	60 hours
after 3 through 10	90 hours
after 10 years or more	120 hours

Personal Sick Leave:

Employees accrue personal sick leave credits at the rate of six (6) hours per month.

Holidays:

Employees are paid for the hours they are regularly scheduled to work on holidays observed by the City.



Appendix E

LIVING WAGE ORDINANCE Notice to Employees

This employer has one or more contracts with the City of Irvine. Terms of the contract(s) subject the employer to the City of Irvine Living Wage Ordinance No. 07-15. Under the Ordinance **you must be paid a "living wage"** by the employer if a majority of your work is performed in Orange County.

THESE ARE YOUR RIGHTS

You must be paid a minimum of:

- **\$10.82** per hour

If you work an average of 30 hours per week or more, you must be paid a minimum of:

- **\$10.82** per hour
 - If health and paid time off benefits are offered to you**OR**
- **\$13.34** per hour:
 - If no health or paid time off benefits are offered to you
 - If the cost of health and paid time off benefits provided to you cost your employer less than **\$2.52** per hour, the difference is added to the minimum hourly wage listed above
- Rates are generally adjusted annually. Current rates are effective as of **July 1, 2014**.
- Retaliation by your employer is **prohibited**
- Employers may not fire, reduce pay, or discriminate against a worker for filing a complaint

If your rights are violated you could receive:

- Restitution to compensate you for all amounts that should have been paid to you under the Ordinance
- Reasonable attorneys' fees and costs
- Any and all other legal and equitable remedies under Federal, State and local law

FOR MORE INFORMATION

To obtain a confidential complaint form if you believe your rights are being violated, please contact:

CITY OF IRVINE
Director of Administrative Services
One Civic Center Plaza
Irvine, CA 92606
(949) 724-6255

For more information and to review the City Ordinance, Living Wage Guide (frequently asked questions) and updated rates, visit the City's website and access the Purchasing Department, Living Wage page at: www.cityofirvine.org/purchasing

SAC-15-019

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

To:	Board of Trustees	Date:	April 13, 2015
Re:	Approval of Upward Bound Summer Residential Program Contract		
Action:	Request For Approval		

BACKGROUND

Under the auspices of Santa Ana College's federally funded Upward Bound Program, a number of student-centered activities have been designed to enhance student success in pre-collegiate readiness and enhance student success in college. For the past thirteen years we have offered a grant-funded summer residential program in collaboration with a local four-year university that provides dormitory accommodations, meals, and classroom facilities. The 2015 summer residential program will be hosted by Chapman University and will serve 35 high school students.

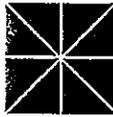
ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve the attached agreement between Chapman University and the Santa Ana College Upward Bound Program for 2015.

Fiscal Impact:	Not to exceed \$55, 000 (grant funded)	Board Date:	April 13, 2015
Prepared by:	Sara Lundquist, Ph.D., Vice President of Student Services Lilia Tanakeyowma, Ed.D., Dean of Student Affairs		
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College		
Recommended by:	Raul Rodriguez, Ph.D., Chancellor, RSCCD		



CHAPMAN UNIVERSITY CONFERENCE AGREEMENT

*Chapman University, Institutional Event Management
One University Drive, Orange, CA, 92866
(714) 997-6811, FAX (714) 744-7811*

This Chapman University Conference Agreement ("Agreement") is made and entered into this 10th day of March, 2015 by and between Chapman University, a California corporation, hereinafter called "University" and Rancho Santiago Community College District on behalf of Santa Ana College located at 1530 West 17th Street, Santa Ana, CA, 92706, a non-profit public agency, hereinafter called "Client", which is the entity, person, persons or groups of persons seeking use of University facilities and/or property. The University agrees to provide Client with the facilities and services listed herein for the period and under the other terms described herein. Accordingly, the parties mutually agree to the terms and conditions set forth in this Agreement.

1. CLIENT INFORMATION

Name of Conference: *Upward Bound 2015 Summer Residential Program*

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

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

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

Email Address: *madrigal_romelia@sac.edu [Romelia Madrigal]*

2. HOUSING

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

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

Residence Hall staff check-in date and time: *July 5, 2015 (9am-10am)*

Residence Hall check-in date and time: *July 5, 2015 (1pm – 2pm)
July 12, 2015 (6pm – 7pm)
July 19, 2015 (6pm – 7pm)
July 26, 2015 (6pm – 7pm)*

Residence Hall check-out date and time:

*July 10, 2015 (5pm – 6pm)
July 17, 2015 (5pm – 6pm)
July 24, 2015 (5pm – 6pm)
July 31, 2015 (5pm – 6pm)*

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

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

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

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

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

A housing list with participants paired will be due in Chapman University's Institutional Event Management Office by June 20, 2015.

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

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

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

3. FOOD SERVICE

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

First conference meal will be:		<i>Dinner, July 5, 2015</i>
Last conference meal will be:		<i>Lunch, July 31, 2015</i>
Number of Meals:	Breakfast (20)	<i>July 6 – 10, 2015 July 13 – 17, 2015 July 20 – 24, 2015 July 27 – 31, 2015</i>
	Lunch (17)	<i>July 6 – 9, 2015 July 13 – 16, 2015 July 20 – 23, 2015 July 27 – 31, 2015</i>
	Sack Lunch (3)	<i>July 10, 17 & 24, 2015</i>

Dinner (17)

July 5 – 9, 2015
July 13 – 16, 2015
July 20 – 23, 2015
July 27 – 30, 2015

Lost Meal Cards:

Per meal card charge

\$15.00

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

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

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

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

4. FACILITIES

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

Facility	Date(s)	Times
Large Room for Orientation	June 20, 2015	9:00am – 12:00pm
2 Classrooms seating 20 students each for English and SAT Prep	July 6 – 9, 2015	8:30am – 12:00pm, 1:30pm – 3:30pm
	July 13 – 16, 2015	8:30am – 12:00pm, 1:30pm – 3:30pm
	July 20 – 23, 2015	8:30am – 12:00pm, 1:30pm – 3:30pm
	July 27 – 30, 2015	8:30am – 12:00pm, 1:30pm – 3:30pm
1 Classroom for Leadership and Group Activity	July 6 – 9, 2015	3:45pm – 5:00pm
	July 13 – 16, 2015	3:45pm – 5:00pm
	July 20 – 23, 2015	3:45pm – 5:00pm
	July 27 – 30, 2015	3:45pm – 5:00pm
Recreational Facilities as available (TBA)	July 6 – 9, 2015	6:30pm – 7:30pm
	July 13 – 16, 2015	6:30pm – 7:30pm
	July 20 – 23, 2015	6:30pm – 7:30pm
	July 27 – 30, 2015	6:30pm – 7:30pm
1 Shared Computer Lab	July 6 – 9, 2015	TBA
	July 13 – 16, 2015	TBA
	July 20 – 23, 2015	TBA
	July 27 – 30, 2015	TBA

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

5. SPECIAL EQUIPMENT AND SERVICES

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

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

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

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

6. FINANCIAL ARRANGEMENTS

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

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

40 participants @ \$1,242.50 per person for 4 weeks **\$49,700.00**

Facilities *(As outlined in Section 4)*

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

ESTIMATED TOTAL CONFERENCE CHARGES **\$49,700.00**

DEPOSITS / PAYMENTS: A non-refundable deposit of thirty-five percent (35%) of the Estimated Total Conference Charges is payable with the return of this signed Agreement and will be applied to the charges set forth herein. The balance of the Estimated Total Conference Charges will be due and payable on or before July 1, 2015. Final conference invoices are due and payable to the Chapman University Institutional Event Management Office within thirty (30) days of billing. Client agrees to pay all of the unpaid Estimated Total Conference Charges in a timely manner as set forth above. Client shall pay interest on any unpaid balance at the rate of 1.5% per month or the highest rate permitted by law, whichever is lower.

Non-refundable deposit of \$17,395.00 is due with return of the signed agreement by June 1, 2015.

The balance of \$32,305.00 will be due and payable on or before July 1, 2015.

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

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

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

7. INSURANCE

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

- A. Commercial General Liability Insurance for personal bodily injury including sexual misconduct (including by definition sexual molestation, abuse, and harassment), wrongful death, and broad form property damage losses included, written on an occurrence form, with limits as follows:
 - i. Each Occurrence \$1,000,000
 - ii.
 - iii. Sexual Misconduct \$ 50,000
Limits no less than \$50,000 per occurrence/\$100,000 aggregate
Note: If the General Liability coverage has any sub-limits or exclusions that apply to coverage for sexual misconduct, the Certificate of Insurance must define those limits or exclusions.
 - iv. General Aggregate \$2,000,000

- B. The Client must provide a Certificate of Insurance or other evidence of insurance satisfactory to Chapman University, with specific reference to the event described in this Agreement. Coverage must be written on an "occurrence" form and maintained throughout the term of the contract. With regard to coverages described under paragraphs A above:
 - i. By endorsement, the policy must reflect, Chapman University, its trustees, officers, employees, faculty, and agents as an additional insured as their interest may appear with regard to or arising out of the use of the Chapman University property or facilities or the acts or omissions of the named insured, its officers, agents, employees, guests or invitees, whether or not such acts or omissions constitute permitted uses of the Chapman University facilities.
 - ii. By endorsement, the policy must include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the University.

- iii. It is agreed that the provisions under (i), and (ii) above shall only apply in proportion to and to the extent of the negligent act or omissions of the Client, its officers, agents, or employees.
 - iv. Where required "by endorsement," the presence of such endorsement must be noted on the Certificate of Insurance and a separate insurer issued endorsement must accompany the Certificate of Insurance.
- C. Insurance maintained by Client shall apply on a first dollar basis. Any deductible or self-insured retention shall not exceed \$25,000 per occurrence, unless otherwise approved by Chapman University. The client herein acknowledges their responsibility for any losses that fall under a deductible or self-insured retention.
- D. It is agreed herein that the coverage, limits, and conditions referred to under A, B, and C above shall not in any way limit the liability of the Client. The Client shall furnish the University with Certificates of Insurance evidencing compliance with all requirements 30 days prior to commencement of this Agreement. Such certificates shall:
- i. The Client shall agree that except for ten (10) days notice for non-payment of premium, should any of the required policies be canceled, non-renewed, or coverage and/or limits reduced or materially altered before the expiration date thereof, the Insured, their Broker or the issuing company will mail 30 days written notice to Chapman University. Each COI shall specify that should any of the above described policies be canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
 - ii. The above-described Certificate of Insurance will be due in Chapman University's Institutional Event Management Office by June 1, 2015.
- E. Each insurance policy shall be issued by an insurance company authorized to do business in the State of California, a self-insurer or Joint Powers Authority (JPA) authorized in the state, or eligible surplus lines insurer acceptable to the State and having agents in California to whom service of process may be made, and currently rated by A.M. Best as "(A-) IX" or better.
- F. The Client shall provide the University with Certificates of Insurance in conformance with the above requirements for any companies providing services to Client in connection with this Agreement.

8. USE

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

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

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

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

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

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

9. UNIVERSITY POLICIES

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

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

AMPLIFIED SOUND: Chapman University has very strict policies about outdoor amplified sound. The University's Institutional Event Management Office must approve all amplified sound.

SMOKING: No smoking shall be permitted in university buildings.

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

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

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

10. LEGAL ISSUES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. ACCEPTANCES

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

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

For Chapman University

By: _____
Signature

Print Name

Title

Date

For the Client

By: _____
Signature

Print Name

Title

Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICTSantiago Canyon College
Student Development

To: Board of Trustees	Date: April 13, 2015
Re: Approval of Upward Bound Math and Science Summer Residential Program Contract with California State University Fullerton	
Action: Request for Approval	

BACKGROUND

Under the auspices of Santiago Canyon College's federally funded Upward Bound Math & Science program, a partnership has been cultivated between SCC and the Orange Unified School District to provide educational services to its academically at-risk students in an effort to promote higher education, and enhance their learning experience by assisting them with their current educational needs. In our inaugural year of funding, and throughout the grant term, we have included a summer residential component that will be coordinated between SCC and California State University, Fullerton (CSUF). Students will reside in the dormitories for a two-week period, and will be provided with meals and classroom facilities. For our third year, 50 students will be invited to participate.

ANALYSIS

CSUF will provide accommodations within their residence facility which is to include meals, housekeeping services, use of recreational areas, classrooms, meeting rooms and labs throughout our agreed upon contracted stay of two weeks.

RECOMMENDATION

It is recommended that the RSCCD Board of Trustees approve the Upward Bound Math and Science Summer Residential Program Contract with California State University, Fullerton.

Fiscal Impact: Not to exceed \$27,000 (grant funded)	Board Date: April 13, 2015
Prepared by: Loretta M. Jordan, Associate Dean of Student Development, Santiago Canyon College	
Submitted by: John Weispfenning, Ph.D., President, Santiago Canyon College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

GRANT OF LICENSE BY CAMPUS PRESIDENT

**HOUSING AND RESIDENCE LIFE
CONFERENCE SERVICES - SUMMER 2015**

Agreement No. 15-0028

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

This license agreement made and entered into between the Trustees of the California State University, hereinafter called "TRUSTEES", through the President of California State University, Fullerton, hereinafter called the "CAMPUS" and The Rancho Santiago Community College District represented by Peter Hardash, herein after referred to as the "LICENSEE" for the period from July 12, 2015 through July 16, 2015 and July 19, 2015 through July 23, 2015.

The use of Housing Facilities is subject to Articles 5 and 6 of Subchapter 5 of Chapter 1 of Part V (Sections 42000 through 42103) of Title 5 of the California Administrative Code.

WITNESSETH:

WHEREAS, the President of the CAMPUS finds that the property of the CAMPUS hereinafter described is not needed for CAMPUS purposes at the time or times covered by this License and that this License will not interfere with requirements of the CAMPUS; and WHEREAS, the LICENSEE desires to utilize that property of the CAMPUS.

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

GENERAL TERMS

TRUSTEES, for and in consideration of the agreements of the LICENSEE hereinafter expressed, hereby grant to LICENSEE permission to enter and have limited use of the facilities and property of CAMPUS described in this License, for the terms and at the times therein specified. The LICENSEE shall use the said property only for the purpose specified on its *Summer Conference Inquiry Form*. All provisions of General Terms apply unless specifically excluded. No estate in real property is conveyed by this Agreement.

Governing Law

This License shall be construed in accordance with and governed by the laws of the State of California.

Amendments

The parties agree that modifications or changes may be required after execution of the LICENSE. All such changes must be authorized via written Amendment signed by LICENSEE and CAMPUS, thereby becoming a part of the LICENSE. No oral agreements shall be binding.

Conduct and Supervision

LICENSEE will maintain order and provide protection for persons and properties, shall not permit a breach of peace or any act which might endanger life, limb, health or property, and, upon determination of necessity by CAMPUS at any time, shall provide or increase the number of police/security personnel, at LICENSEE's sole expense.

LICENSEE is responsible to supervise all personnel whom LICENSEE hires, and all media representatives. LICENSEE shall ensure that all participants are properly notified of campus parking requirements, rates, and available parking lots. CAMPUS reserves the right to eject or cause to be ejected any objectionable person or persons. Neither CAMPUS nor its officers or employees shall be liable to LICENSEE for consequential damages.

Nondiscrimination

LICENSEE covenants that during the term of this License, LICENSEE will not deny its benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor will it discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. LICENSEE will insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. (Reference Government Code Section 12900 et seq.)

Right of Entry

It is understood and agreed that the CAMPUS and their agents have the right to enter the said licensed areas or any part thereof at any time for the purpose of examination or supervision, or for the purpose of making repairs and alterations thereto as may be determined necessary by the CAMPUS.

Declaration of Civil Defense

It is agreed that this License is subject to a declaration of Civil Defense need, state or national emergency, or prior CAMPUS need, and that nothing in this License may prevent CAMPUS from using any portion of its real property not specified in the Special Provisions. LICENSEE'S right to the use of any property will cease upon written notice by CAMPUS to LICENSEE that the property is needed for the exclusive use of CAMPUS to meet unanticipated demands of its educational objectives.

Quiet Possession

LICENSEE agrees to so organize its activities as to cause as little disruption as possible to other uses of adjacent areas, and not to interfere in any way with the regular operations of CAMPUS.

Use of University Name

It is expressly understood by LICENSEE that the name "California State University, Fullerton" may not be used without prior written approval of CAMPUS. It is further understood that CAMPUS is not sponsoring the activities of LICENSEE in any way but is only providing facilities and services as outlined in this License. LICENSEE will provide the CAMPUS with an advance copy of its proposed advertising for approval.

Assignment

It is mutually understood and agreed that this License is not assignable by LICENSEE, either in whole or in part, nor shall LICENSEE license or sublet any part of the said property.

Termination

This License may be terminated (a) by mutual consent in writing, (b) upon the determination by CAMPUS of a misrepresentation by LICENSEE, (c) due to LICENSEE'S failure to perform promptly any act required by this License, (d) upon the determination by CAMPUS of an academic or administrative necessity, or (e) by either party for any reason upon ninety (90) days written notice to the other party. CAMPUS has final authority over use of its licensed facilities.

If LICENSEE terminates this License ninety (90) days or more before the first date indicated in this License (page 4) hereof, all deposits to date will be refunded less a \$1,000 liquidated damages fee. In the event the deposit to date is less than \$1,000, the entire fee will be forfeit.

If LICENSEE terminates this License less than ninety (90) days before the first date indicated in this License (page 4) hereof, all deposits will be forfeit as a liquidated damages fee. In the event that CAMPUS is unable to provide part or all of the facilities of services specified in this License, CAMPUS will give prompt notice to LICENSEE.

Insurance

CAMPUS requires evidence of insurance at all times during the term of this License and any extension thereof. Evidence of Insurance with policy endorsements must be provided *prior* to commencement of this License. LICENSEE is responsible for payment of all policy premiums and assessments.

The specific requirements are set forth below:

- General Liability: comprehensive or commercial form minimum limits each occurrence \$1,000,000, General Aggregate \$2,000,000, Products/Completed Operations Aggregate \$1,000,000
- Employer Liability: \$1,000,000
- Business Automobile Liability: minimum limits for Owned, Scheduled, Non-Owned, or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.
- Workers' Compensation: as required under California State Law with Employer's Liability \$1,000,000 (*Note: WC certificate or waiver is required for Sole Proprietors*).

All certificates of insurance issued to the University require the following:

Provide written notice that should any of the above described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. Provide for Acceptability of Insurers rating, A.M. Best: A VII or equivalent unless otherwise agreed to by the University. Name the State of California, the Trustees of the California State University, the campus and the officers, employees, volunteers and agents of each of them as additional insureds, except for professional liability and workers' compensation insurance.

Possessory Interest

The Orange County Assessor may value the possessory interest created by this License. Under California Revenue and Taxation Code section 107, a property interest tax may be levied on that possessory interest. The LICENSEE is obligated to pay this property tax, and failure to do so may be considered a material breach of this License.

Taxes

LICENSEE shall bear in connection with the holding of an event at the facility, including, but not limited to, all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, processes or dramatic rights used on or incorporated at the conduct of an event.

If event-related merchandise is to be sold, this must be arranged with CSUF Housing and Residence Life administrators. All sales are subject to the current California Sales Tax Rate for Orange County which shall be deducted from the gross sales, yielding adjusted gross sales. LICENSEE shall collect and pay all federal, state, local and county taxes, and all payroll taxes where applicable.

Indemnification

LICENSEE, to the fullest extent permitted by law, agrees to indemnify, defend and hold harmless the State of California, the TRUSTEES, the CAMPUS and their respective officers, agents, employees, and volunteers from any claim, action, damage, judgment, loss, liability, cost or expense, including reasonable attorney’s fees and costs, arising out of or in any way connected with the performance of this License, excluding however any claim, action, damage, judgment, loss, liability, cost or expense, including reasonable attorney’s fees and costs, arising out of the sole negligence or willful misconduct of CAMPUS or its officers, agents, employees, or volunteers.

Limitation of Liability

CAMPUS assumes no responsibility for loss or theft of personal property, or damage to personal property of LICENSEE or any of its participants. CAMPUS assumes no liability whatever the cause for any property placed by LICENSEE or any of its guests/participants in CAMPUS buildings or property.

LODGING

Housing

Beginning the night of

July 12, 2015 through the night of July 16, 2015

July 19, 2015 through the night of July 23, 2015

- With linen Without linen With dining (3 meals per day) Without dining

Room assignments will be made by **Licensee**.

Final room assignment lists shall be provided to CAMPUS by LICENSEE 10 business days prior to arrival. This list shall include all conference participants, staff and chaperone assignments.

Keys will be checked out and in by **Licensors**.

Check-in time: **(9 a.m.) on July 12, 2015 and July 19, 2015**

Check-out time: **(4 p.m.) on July 16, 2015 and July 23, 2015**

LICENSEE will be charged an additional night of lodging for each person not checked out at agreed time.

Amenities

1. CSUF Housing & Residence Life will provide staff to assist guests during their stay – this includes after hour services such as lock outs.
2. Wireless connections are provided by the university. For guests visiting CSUF and not a student, faculty or staff member, please look for the "CSUF-Guest" on your device. When your device attempts to connect, the wizard will walk you through the steps for configuration.

OTHER FACILITIES & EQUIPMENT

Other Campus Facilities

Use of classrooms, meeting rooms, fields, and other non-Housing facilities shall be arranged under separate cover with the Events and Facilities Use Office (657) 278-8357 and must be made no later than thirty (30) days prior to the first day of the conference.

Audio-Visual

Audio-visual and special equipment requests must be submitted seven (7) business days prior to the first day of the conference. Additionally, prior to the use of “smart classrooms” online training must be completed. Training can be found at:<http://www.fullerton.edu/ITTraining/other/smartclassroom/index.asp>

SPECIAL REQUESTS

Parking

Additional parking permits beyond what had already been arranged must be purchased by the Licensee directly from Parking and Transportation Services. Free parking for buses is allowed in Lot A.

Other

Any special request other than classrooms and facilities must be submitted seven (7) business days prior to the need.

FINANCIAL AGREEMENTS

Charges

The charges for facilities and services listed above are subject to guaranteed head count numbers and shall be as follows:

Description				AMOUNT
Conference Dates: July 12 - July 16, 2015 & July 19 - July 23, 2015				
Guaranteed Attendance: 40				
Room Plan	# of people	# of nights	Rate	Total
July 12 - July 16: Residence Hall Room	40	4	\$32.00	\$5,120.00
July 19 - July 23: Residence Hall Room	40	4	\$32.00	\$5,120.00
Subtotal Room Plan				\$10,240.00
Linen				
July 12 - July 16	40	4	\$6.00	\$960.00
July 19 - July 23	40	4	\$6.00	\$960.00
Subtotal Linen				\$1,920.00
Meal Plan	# of people	# of days	Rate	Total
July 12: Dinner	40	1	\$15.00	\$600.00
July 13 - 16: Breakfast, Lunch, Dinner	40	4	\$32.00	\$5,120.00
July 19: Dinner	40	1	\$15.00	\$600.00
July 20 - 23: Breakfast, Lunch, Dinner	40	4	\$32.00	\$5,120.00
Subtotal Meal Plan				\$11,440.00
Meeting Rooms	# of meeting rooms	# of days	Rate	Total
July 13 - July 16: 9 a.m. - 5 p.m.	1	4	\$80.00	\$320.00
July 20 - July 23: 9 a.m. - 5 p.m.	1	4	\$80.00	\$320.00
Subtotal Meeting Rooms				\$640.00
Parking Permits	# of vehicles	# of permits	Rate/Day	Total
Parking Permits	1	11	\$ 8.00	\$88.00
Subtotal Parking Permits				\$88.00
Total				\$24,328.00
Deposit= 25% of overall conference to secure facility due by April 12, 2015				\$6,082.00
Total Amount Due by: October 23, 2015				\$18,246.00

2. There shall be a **\$50.00** charge for each metal key or card key not returned to CAMPUS, payable by the LICENSEE to CAMPUS. Keys not turned into the Housing and Residence Life Office within 72 hours after checkout will be considered lost.

Payment

MAKE CHECK PAYABLE TO:

California State University, Fullerton
Account # 504802 THOPR 10388

Deposit Due Date (25%): April 12, 2015
90 Days from Conference Start Date

Final Payment Due Date: October 23, 2015

**Mail deposit to:
CSUF Housing and Residence Life
Attn: Conference Services
1509 East Campus Drive
Fullerton, CA 92834**

Final Billing

CAMPUS will provide LICENSEE with a final bill listing all charges and credits for the conference within (30) days of departure. LICENSEE will pay CAMPUS for all unpaid charges within thirty (30) days after receipt of the bill. If payment is not received as stated above, service charges of one and **one-half (1-1/2) percent per month will be charged on the unpaid balance.** California State University campuses and the Chancellor's Office agree to process payment by Cash Posting Order.

On-Site Additions or Deletions

The parties agree that modifications or changes may be required upon arrival or at any time thereafter. On-Site changes such as additional rooms, linens, accommodations, and/or services not specified in the original executed License must be authorized via the License Change Order Form signed by LICENSEE (Official Signatory or authorized On-Site Designee) and CAMPUS, thereby becoming a part of the LICENSE. No oral agreements shall be binding. All such charges will be included in the final invoice presented to LICENSEE by CAMPUS.

Damages

Prior to check-in and just after checkout, LICENSEE or its designee may make an inspection of the assigned residence halls and/or apartments in order to confirm conditions with a CAMPUS Housing Office staff member. A written report of each of these inspections will be made as a reference for any damages/repairs that may be billed after the conference. LICENSEE agrees that all participants are under the direct and complete supervision and control of LICENSEE. As such, LICENSEE is liable for all damages resulting from participant utilization of the facilities and services provided by CAMPUS. LICENSEE will also reimburse CAMPUS for all damages to facilities and services of CAMPUS resulting from the use of those facilities and services by LICENSEE and/or its participants. In addition, the terms and conditions of this License do not require CAMPUS to relinquish its control of its facilities and services to LICENSEE. CAMPUS retains the right to require LICENSEE, or any of its participants, to leave CAMPUS licensed facilities if CAMPUS determines that circumstances require it.

Guarantee

LICENSEE will provide CAMPUS with guaranteed numbers for lodging no later than **ten (10)** working days before the first date appearing in Part II hereof. The charges for which LICENSEE will be liable will be based on said guaranteed numbers or actual head counts subject to the following:

1. Amounts of charges shall be no less than 95% of the amount computed using the guaranteed numbers for head counts; and
2. CAMPUS does not guarantee availability of lodging in excess of that required for 105% of said guaranteed numbers for head counts.

Licenser Regulations

LICENSEE is required to adhere to CAMPUS policies, regulations, guidelines, and all **applicable** local, state and federal laws concerning health, safety and public order. Failure to comply with these regulations may result in forfeiture of the privilege of using CAMPUS licensed facilities and services, or termination

of this License. CAMPUS regulations include, but are not limited to, the following in CAMPUS buildings and property:

- A. Shared rooms are reserved for married couples or occupants of the same sex.
- B. All individuals will abide by California law, federal law and CAMPUS regulations regarding intoxicants, narcotics and drugs. Alcohol is allowed only inside suites and in accordance with California Law.
- C. Firearms, weapons, ammunition, fireworks, explosives and highly flammable materials are not allowed within the residential buildings or on the grounds.
- D. Bicycles are not allowed in rooms, study rooms or stairwells.
- E. Remodeling or renovating of rooms or furniture, tampering with the electrical or mechanical fixtures in the rooms, placement of antennas for radios, television, etc. out of the windows, removal of or addition of furniture without prior arrangement with the Director of Housing and Residence Life, or designee, is not permitted.
- F. Attaching any object to any CAMPUS premise by nail, screw, or alteration of the premises in any manner whatsoever without the prior permission of the Director of Housing and Residence Life, or designee, is not permitted.
- G. Parking in the service or fire lanes adjacent to the residential buildings is not allowed.
- H. Tampering with or removal of windows or window screens from any part of any building is not allowed.
- I. Tampering with the fire system or with firefighting equipment is a misdemeanor and is punishable by a \$1,000.00 fine or six (6) months in jail.
- J. Removal of lounge or common area furniture into individual rooms is not allowed and vice versa.
- K. Gambling or solicitation in any form is not permitted.
- L. As of August 1, 2013, California State University, Fullerton is a "Non-Smoking" campus; smoking is not permitted anywhere on campus including parking lots.
- M. No pets allowed. Seeing Eye, Signal Dogs for the hearing impaired, or Canine Companion trained dogs for the physically disabled are an exception to this rule.
- N. No participant or guest of a participant, under the age of 16 should be left unattended in suite.

Campus Authority

CAMPUS may exercise the following rights at its sole reasonable discretion:

- A. Enter any room for the purpose of inspection, repair (upon prior notice), or emergency.
- B. Reassign residents within a residential building, after timely notification, in order to accomplish necessary repairs and renovation to the building.
- C. Revoke the campus privilege including residency in or utilization of any buildings by any occupant whose conduct becomes injurious or potentially injurious to the academic community.

Parental Release and Supervision of Youth

Upon arrival LICENSEE agrees that every minor child, unaccompanied by a parent, shall have on file with CAMPUS a medical release for hospital treatment or treatment by a physician, signed by one or both of the child's parents, to allow for treatment should accident or injury occur. One live-in chaperone is required per five (5) participants under 16 years old and one (1) per 10 participants for ages 16-18.

Curtailement

In the event that CAMPUS housing buildings, property or facilities are destroyed or substantially damaged by fire or other casualty, or in the event other circumstances render the fulfillment of this License impractical or impossible, LICENSEE is obligated to pay only for those services, activities and events which occurred prior to said casualty or circumstance. LICENSEE hereby waives any claim for damages or compensation resulting from fire, casualty, or other circumstances causing curtailement of this License.

Execution of License

The above rooms are being held on a first option basis until April 12, 2015. If the signed License and fully compliant insurance is not received by this date, CAMPUS reserves the right to release the space and guest rooms for sale to another group.

IN WITNESS WHEREOF, this License is executed by the authorized parties, hereto, upon the dates indicated below.

CALIFORNIA STATE UNIVERSITY
FULLERTON

The Rancho Santiago Community College District
Licensee Name

Larry Martin
Interim Director
Housing and Residence Life

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

Date

Date



**HOUSING AND RESIDENCE LIFE
CONFERENCE SERVICES - SUMMER 2015**

LICENSE CHANGE ORDER FORM

Agreement No. 000000000

Licensee: Business Name as Listed on Insurance
Mailing Address
City, State, Zip

Pursuant to General Terms of the above-referenced Grant of License, this change order sets forth the terms under which said License Agreement is hereby modified.

	Add	Qty.	x	Rate	=	Total
Lodging Rooms						
Linen						
Meeting Room: Full Day						
Meeting Room: Half Day						
Special Meeting Room Accommodations						
Breakfast						
Lunch						
Dinner						
Breakfast, Lunch, Dinner						
Daily Parking Pass						
Key Replacement						
Other						

Campus and Licensee covenant that they shall abide by all terms and conditions of the above-referenced License Agreement.

**CALIFORNIA STATE UNIVERSITY
FULLERTON**

LICENSEE

Larry Martin Date
Interim Director
Housing & Residence Life

Official Signatory or Date
authorized On-Site Designee

Print Name

Title

Rancho Santiago Comm Coll District

Board Meeting of 04/13/15

AP0020

Bank Code: 92 District Funds

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 03/11/15 Thru 03/31/15

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
61750	General Fund Unrestricted	71,845.26	0.00	71,845.26	92*0422054	92*0422130
61751	General Fund Unrestricted	85,329.78	0.00	85,329.78	92*0422131	92*0422230
61752	General Fund Unrestricted	64,969.50	0.00	64,969.50	92*0422231	92*0422330
61753	General Fund Unrestricted	75,460.55	0.00	75,460.55	92*0422331	92*0422430
61754	General Fund Unrestricted	67,873.66	0.00	67,873.66	92*0422431	92*0422530
61755	General Fund Unrestricted	43,193.71	0.00	43,193.71	92*0422531	92*0422630
61756	General Fund Unrestricted	974.50	0.00	974.50	92*0422631	92*0422681
61783	General Fund Unrestricted	2,187.94	0.00	2,187.94	92*0422856	92*0422863
61784	General Fund Unrestricted	3,081.16	0.00	3,081.16	92*0422864	92*0422871
61786	General Fund Unrestricted	308.90	0.00	308.90	92*0422887	92*0422887
61787	General Fund Unrestricted	17,527.29	0.00	17,527.29	92*0422888	92*0422891
61788	General Fund Unrestricted	10,615.14	0.00	10,615.14	92*0422895	92*0422897
61789	General Fund Unrestricted	685.19	0.00	685.19	92*0422898	92*0422904
61791	General Fund Unrestricted	10,016.00	0.00	10,016.00	92*0422916	92*0422916
61792	General Fund Unrestricted	2,955.60	0.00	2,955.60	92*0422919	92*0422928
61793	General Fund Unrestricted	1,681.70	0.00	1,681.70	92*0422929	92*0422938
61794	General Fund Unrestricted	7,792.50	0.00	7,792.50	92*0422939	92*0422958
61797	General Fund Unrestricted	3,591.31	0.00	3,591.31	92*0422969	92*0422976
61799	General Fund Unrestricted	913.66	0.00	913.66	92*0422986	92*0422990
61800	General Fund Unrestricted	6,438.07	0.00	6,438.07	92*0422991	92*0422995
61806	General Fund Unrestricted	5,097.00	0.00	5,097.00	92*0423007	92*0423023
61807	General Fund Unrestricted	5,963.19	0.00	5,963.19	92*0423024	92*0423031
61808	General Fund Unrestricted	6,556.69	0.00	6,556.69	92*0423032	92*0423039
61809	General Fund Unrestricted	4,918.02	0.00	4,918.02	92*0423040	92*0423051
61810	General Fund Unrestricted	2,150.09	0.00	2,150.09	92*0423052	92*0423058
61811	General Fund Unrestricted	3,074.98	0.00	3,074.98	92*0423059	92*0423065
61815	General Fund Unrestricted	140,161.26	0.00	140,161.26	92*0423072	92*0423169
61816	General Fund Unrestricted	1,429.11	0.00	1,429.11	92*0423170	92*0423177
61817	General Fund Unrestricted	180,524.00	0.00	180,524.00	92*0423178	92*0423265
61818	General Fund Unrestricted	3,429.98	0.00	3,429.98	92*0423266	92*0423275
61819	General Fund Unrestricted	2,828.00	0.00	2,828.00	92*0423276	92*0423287
61821	General Fund Unrestricted	10,454.40	0.00	10,454.40	92*0423290	92*0423290
61822	General Fund Unrestricted	4,714.70	0.00	4,714.70	92*0423291	92*0423294
61826	General Fund Unrestricted	6,926.59	0.00	6,926.59	92*0423325	92*0423334
61830	General Fund Unrestricted	27,047.79	0.00	27,047.79	92*0423350	92*0423350
61835	General Fund Unrestricted	25,226.51	0.00	25,226.51	92*0423359	92*0423360
61836	General Fund Unrestricted	1,309.47	0.00	1,309.47	92*0423361	92*0423363
61837	General Fund Unrestricted	174.89	0.00	174.89	92*0423368	92*0423368
61838	General Fund Unrestricted	31,245.31	0.00	31,245.31	92*0423371	92*0423373
61841	General Fund Unrestricted	2,623.00	0.00	2,623.00	92*0423384	92*0423386
61846	General Fund Unrestricted	74.00	0.00	74.00	92*0423396	92*0423396

Checks Written for Period 03/11/15 Thru 03/31/15

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
61848	General Fund Unrestricted	6,005.51	0.00	6,005.51	92*0423400	92*0423400
61849	General Fund Unrestricted	2,267.29	0.00	2,267.29	92*0423408	92*0423415
61851	General Fund Unrestricted	3,568.25	0.00	3,568.25	92*0423424	92*0423431
61852	General Fund Unrestricted	2,771.72	0.00	2,771.72	92*0423432	92*0423439
61853	General Fund Unrestricted	8,913.17	0.00	8,913.17	92*0423440	92*0423445
61855	General Fund Unrestricted	1,621.11	0.00	1,621.11	92*0423454	92*0423459
61856	General Fund Unrestricted	3,116.22	0.00	3,116.22	92*0423460	92*0423468
61858	General Fund Unrestricted	208.43	0.00	208.43	92*0423471	92*0423482
61859	General Fund Unrestricted	3,918.70	0.00	3,918.70	92*0423483	92*0423492
61860	General Fund Unrestricted	2,352.60	0.00	2,352.60	92*0423493	92*0423502
61861	General Fund Unrestricted	885.70	0.00	885.70	92*0423503	92*0423512
61862	General Fund Unrestricted	8,216.70	0.00	8,216.70	92*0423513	92*0423533
61866	General Fund Unrestricted	4,734.02	0.00	4,734.02	92*0423547	92*0423551
61867	General Fund Unrestricted	1,476.22	0.00	1,476.22	92*0423552	92*0423555
61873	General Fund Unrestricted	66,198.00	0.00	66,198.00	92*0423577	92*0423675
61874	General Fund Unrestricted	67,206.70	0.00	67,206.70	92*0423676	92*0423775
61875	General Fund Unrestricted	74,058.50	0.00	74,058.50	92*0423776	92*0423875
61876	General Fund Unrestricted	72,922.99	0.00	72,922.99	92*0423876	92*0423975
61877	General Fund Unrestricted	58,874.60	0.00	58,874.60	92*0423976	92*0424055
61878	General Fund Unrestricted	52,289.00	0.00	52,289.00	92*0424056	92*0424155
61879	General Fund Unrestricted	52,066.30	0.00	52,066.30	92*0424156	92*0424255
61880	General Fund Unrestricted	51,440.28	0.00	51,440.28	92*0424256	92*0424355
61881	General Fund Unrestricted	53,589.97	0.00	53,589.97	92*0424356	92*0424455
61882	General Fund Unrestricted	57,880.89	0.00	57,880.89	92*0424456	92*0424555
61883	General Fund Unrestricted	66,993.51	0.00	66,993.51	92*0424556	92*0424655
61884	General Fund Unrestricted	60,683.13	0.00	60,683.13	92*0424656	92*0424755
61885	General Fund Unrestricted	75,262.55	0.00	75,262.55	92*0424756	92*0424855
61886	General Fund Unrestricted	64,523.00	0.00	64,523.00	92*0424856	92*0424955
61887	General Fund Unrestricted	70,134.40	0.00	70,134.40	92*0424956	92*0425055
61888	General Fund Unrestricted	66,962.43	0.00	66,962.43	92*0425056	92*0425155
61889	General Fund Unrestricted	69,488.68	0.00	69,488.68	92*0425156	92*0425255
61890	General Fund Unrestricted	69,159.72	0.00	69,159.72	92*0425256	92*0425355
61891	General Fund Unrestricted	70,856.20	0.00	70,856.20	92*0425356	92*0425455
61892	General Fund Unrestricted	66,470.86	0.00	66,470.86	92*0425456	92*0425555
61893	General Fund Unrestricted	53,399.70	0.00	53,399.70	92*0425556	92*0425626
61894	General Fund Unrestricted	3,420.50	0.00	3,420.50	92*0425627	92*0425636
61895	General Fund Unrestricted	566.06	0.00	566.06	92*0425641	92*0425641
61896	General Fund Unrestricted	493.73	0.00	493.73	92*0425642	92*0425650
61897	General Fund Unrestricted	39,483.88	0.00	39,483.88	92*0425651	92*0425653
61898	General Fund Unrestricted	1,648.37	0.00	1,648.37	92*0425657	92*0425659
61901	General Fund Unrestricted	161.17	0.00	161.17	92*0425680	92*0425680

Checks Written for Period 03/11/15 Thru 03/31/15

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
61903	General Fund Unrestricted	858.79	0.00	858.79	92*0425688	92*0425688
61904	General Fund Unrestricted	28,777.00	0.00	28,777.00	92*0425692	92*0425692
61905	General Fund Unrestricted	188.93	0.00	188.93	92*0425693	92*0425695
61906	General Fund Unrestricted	422.77	0.00	422.77	92*0425708	92*0425708
61908	General Fund Unrestricted	11,175.00	0.00	11,175.00	92*0425716	92*0425716
61909	General Fund Unrestricted	4,307.12	0.00	4,307.12	92*0425721	92*0425722
61913	General Fund Unrestricted	6,121.00	0.00	6,121.00	92*0425738	92*0425745
61916	General Fund Unrestricted	2,950.42	0.00	2,950.42	92*0425756	92*0425764
61917	General Fund Unrestricted	958.71	0.00	958.71	92*0425766	92*0425768
61918	General Fund Unrestricted	14,727.26	0.00	14,727.26	92*0425770	92*0425776
61921	General Fund Unrestricted	6,225.50	0.00	6,225.50	92*0425781	92*0425789
61922	General Fund Unrestricted	169.20	0.00	169.20	92*0425790	92*0425799
61923	General Fund Unrestricted	161.00	0.00	161.00	92*0425800	92*0425809
61924	General Fund Unrestricted	1,095.20	0.00	1,095.20	92*0425810	92*0425851
61930	General Fund Unrestricted	3,207.00	0.00	3,207.00	92*0425875	92*0425881
61931	General Fund Unrestricted	1,423.00	0.00	1,423.00	92*0425882	92*0425886
61933	General Fund Unrestricted	1,109.66	0.00	1,109.66	92*0425889	92*0425893
61934	General Fund Unrestricted	2,550.65	0.00	2,550.65	92*0425896	92*0425900
61935	General Fund Unrestricted	10,628.60	0.00	10,628.60	92*0425901	92*0425907
61936	General Fund Unrestricted	193,294.19	0.00	193,294.19	92*0425908	92*0425915
61938	General Fund Unrestricted	14,463.75	0.00	14,463.75	92*0425919	92*0425919
61939	General Fund Unrestricted	13,859.51	0.00	13,859.51	92*0425920	92*0425922
61941	General Fund Unrestricted	1,803,869.01	0.00	1,803,869.01	92*0425926	92*0425927
61942	General Fund Unrestricted	106,799.46	0.00	106,799.46	92*0425928	92*0425930
61945	General Fund Unrestricted	1,994.00	0.00	1,994.00	92*0425943	92*0425944
61946	General Fund Unrestricted	3,136.30	0.00	3,136.30	92*0425945	92*0425954
61947	General Fund Unrestricted	4,313.50	0.00	4,313.50	92*0425955	92*0425964
61948	General Fund Unrestricted	4,357.20	0.00	4,357.20	92*0425965	92*0425976
61950	General Fund Unrestricted	108,221.96	0.00	108,221.96	92*0425985	92*0425990
61953	General Fund Unrestricted	322.00	0.00	322.00	92*0425995	92*0425996
61956	General Fund Unrestricted	70.00	0.00	70.00	92*0426001	92*0426001
61958	General Fund Unrestricted	24,480.98	0.00	24,480.98	92*0426007	92*0426007
61959	General Fund Unrestricted	2,847.88	0.00	2,847.88	92*0426011	92*0426016
61961	General Fund Unrestricted	1,189.55	0.00	1,189.55	92*0426018	92*0426024
61963	General Fund Unrestricted	2,072.53	0.00	2,072.53	92*0426033	92*0426033
61964	General Fund Unrestricted	705.29	0.00	705.29	92*0426040	92*0426045
61965	General Fund Unrestricted	12,249.47	0.00	12,249.47	92*0426046	92*0426051
61966	General Fund Unrestricted	2,653.30	0.00	2,653.30	92*0426052	92*0426057
61969	General Fund Unrestricted	1,487.62	0.00	1,487.62	92*0426064	92*0426065
61970	General Fund Unrestricted	836.69	0.00	836.69	92*0426068	92*0426068
61973	General Fund Unrestricted	14,576.00	0.00	14,576.00	92*0426089	92*0426089

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
61974	General Fund Unrestricted	3,159.50	0.00	3,159.50	92*0426091	92*0426100
61977	General Fund Unrestricted	1,009.29	0.00	1,009.29	92*0426107	92*0426111
61978	General Fund Unrestricted	370.20	0.00	370.20	92*0426112	92*0426124
Total Fund 11 General Fund Unrestricted		<u><u>\$4,799,057.15</u></u>	<u><u>\$0.00</u></u>	<u><u>\$4,799,057.15</u></u>		

Checks Written for Period 03/11/15 Thru 03/31/15

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
61785	General Fund Restricted	2,461.75	0.00	2,461.75	92*0422872	92*0422879
61786	General Fund Restricted	4,679.35	0.00	4,679.35	92*0422880	92*0422886
61788	General Fund Restricted	5,334.78	0.00	5,334.78	92*0422892	92*0422894
61789	General Fund Restricted	424.04	0.00	424.04	92*0422900	92*0422905
61790	General Fund Restricted	2,287.07	0.00	2,287.07	92*0422906	92*0422914
61791	General Fund Restricted	77,151.58	0.00	77,151.58	92*0422915	92*0422918
61796	General Fund Restricted	1,797.73	0.00	1,797.73	92*0422961	92*0422968
61798	General Fund Restricted	1,008.18	0.00	1,008.18	92*0422977	92*0422984
61799	General Fund Restricted	650.00	0.00	650.00	92*0422985	92*0422989
61800	General Fund Restricted	3,584.93	0.00	3,584.93	92*0422994	92*0422994
61801	General Fund Restricted	52,522.58	0.00	52,522.58	92*0422996	92*0422998
61802	General Fund Restricted	523.53	0.00	523.53	92*0422999	92*0423003
61812	General Fund Restricted	57,963.49	0.00	57,963.49	92*0423066	92*0423067
61821	General Fund Restricted	10,647.45	0.00	10,647.45	92*0423289	92*0423289
61822	General Fund Restricted	337.55	0.00	337.55	92*0423293	92*0423293
61823	General Fund Restricted	2,256.45	0.00	2,256.45	92*0423295	92*0423302
61824	General Fund Restricted	1,910.00	0.00	1,910.00	92*0423303	92*0423314
61825	General Fund Restricted	2,521.51	0.00	2,521.51	92*0423315	92*0423324
61827	General Fund Restricted	2,121.94	0.00	2,121.94	92*0423335	92*0423339
61828	General Fund Restricted	8,779.71	0.00	8,779.71	92*0423341	92*0423346
61829	General Fund Restricted	168.79	0.00	168.79	92*0423348	92*0423349
61836	General Fund Restricted	610.93	0.00	610.93	92*0423364	92*0423366
61837	General Fund Restricted	1,564.66	0.00	1,564.66	92*0423367	92*0423370
61838	General Fund Restricted	28,050.00	0.00	28,050.00	92*0423372	92*0423372
61839	General Fund Restricted	4,769.42	0.00	4,769.42	92*0423374	92*0423381
61840	General Fund Restricted	121,987.20	0.00	121,987.20	92*0423383	92*0423383
61842	General Fund Restricted	526.90	0.00	526.90	92*0423387	92*0423389
61846	General Fund Restricted	270.00	0.00	270.00	92*0423397	92*0423398
61847	General Fund Restricted	788.56	0.00	788.56	92*0423399	92*0423399
61848	General Fund Restricted	20,459.16	0.00	20,459.16	92*0423401	92*0423407
61850	General Fund Restricted	1,724.92	0.00	1,724.92	92*0423416	92*0423423
61852	General Fund Restricted	877.28	0.00	877.28	92*0423436	92*0423437
61853	General Fund Restricted	3,520.00	0.00	3,520.00	92*0423442	92*0423443
61854	General Fund Restricted	4,192.06	0.00	4,192.06	92*0423446	92*0423453
61857	General Fund Restricted	312,786.40	0.00	312,786.40	92*0423469	92*0423470
61867	General Fund Restricted	495.00	0.00	495.00	92*0423556	92*0423556
61868	General Fund Restricted	803.49	0.00	803.49	92*0423557	92*0423563
61869	General Fund Restricted	3,895.23	0.00	3,895.23	92*0423564	92*0423571
61870	General Fund Restricted	9,230.23	0.00	9,230.23	92*0423572	92*0423572
61895	General Fund Restricted	2,433.64	0.00	2,433.64	92*0425637	92*0425640
61896	General Fund Restricted	2,320.61	0.00	2,320.61	92*0425643	92*0425649

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
61898	General Fund Restricted	1,339.70	0.00	1,339.70	92*0425654	92*0425658
61900	General Fund Restricted	5,039.93	0.00	5,039.93	92*0425661	92*0425673
61901	General Fund Restricted	908.29	0.00	908.29	92*0425674	92*0425679
61902	General Fund Restricted	518.19	0.00	518.19	92*0425681	92*0425687
61903	General Fund Restricted	1,404.19	0.00	1,404.19	92*0425689	92*0425691
61905	General Fund Restricted	1,687.24	0.00	1,687.24	92*0425694	92*0425701
61906	General Fund Restricted	1,995.08	0.00	1,995.08	92*0425702	92*0425707
61907	General Fund Restricted	3,259.04	0.00	3,259.04	92*0425709	92*0425713
61908	General Fund Restricted	6,698.31	0.00	6,698.31	92*0425715	92*0425715
61915	General Fund Restricted	2,113.23	0.00	2,113.23	92*0425747	92*0425755
61917	General Fund Restricted	111.99	0.00	111.99	92*0425765	92*0425765
61918	General Fund Restricted	21,545.11	0.00	21,545.11	92*0425769	92*0425774
61919	General Fund Restricted	187,334.80	0.00	187,334.80	92*0425777	92*0425777
61920	General Fund Restricted	33,263.19	0.00	33,263.19	92*0425778	92*0425780
61929	General Fund Restricted	4,248.05	0.00	4,248.05	92*0425864	92*0425874
61931	General Fund Restricted	863.99	0.00	863.99	92*0425883	92*0425883
61932	General Fund Restricted	453,189.20	0.00	453,189.20	92*0425887	92*0425888
61934	General Fund Restricted	2,521.03	0.00	2,521.03	92*0425894	92*0425899
61935	General Fund Restricted	16,630.23	0.00	16,630.23	92*0425902	92*0425905
61939	General Fund Restricted	18,957.88	0.00	18,957.88	92*0425921	92*0425923
61940	General Fund Restricted	41,941.60	0.00	41,941.60	92*0425924	92*0425925
61943	General Fund Restricted	2,493.28	0.00	2,493.28	92*0425932	92*0425939
61944	General Fund Restricted	9,634.65	0.00	9,634.65	92*0425940	92*0425942
61950	General Fund Restricted	7,500.00	0.00	7,500.00	92*0425986	92*0425986
61951	General Fund Restricted	707.20	0.00	707.20	92*0425991	92*0425992
61952	General Fund Restricted	75,151.75	0.00	75,151.75	92*0425994	92*0425994
61956	General Fund Restricted	115.52	0.00	115.52	92*0426002	92*0426005
61958	General Fund Restricted	62,671.46	0.00	62,671.46	92*0426008	92*0426010
61960	General Fund Restricted	188,948.80	0.00	188,948.80	92*0426017	92*0426017
61961	General Fund Restricted	1,046.72	0.00	1,046.72	92*0426020	92*0426025
61962	General Fund Restricted	1,163.71	0.00	1,163.71	92*0426026	92*0426032
61963	General Fund Restricted	17,129.37	0.00	17,129.37	92*0426034	92*0426038
61964	General Fund Restricted	482.02	0.00	482.02	92*0426039	92*0426044
61970	General Fund Restricted	4,188.65	0.00	4,188.65	92*0426066	92*0426071
61971	General Fund Restricted	4,962.06	0.00	4,962.06	92*0426072	92*0426080
61972	General Fund Restricted	3,840.47	0.00	3,840.47	92*0426081	92*0426088
Total Fund 12 General Fund Restricted		<u>\$1,946,044.03</u>	<u>\$0.00</u>	<u>\$1,946,044.03</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
61786	GF Unrestricted One-Time Func	216.00	0.00	216.00	92*0422883	92*0422883
61820	GF Unrestricted One-Time Func	20,436.80	0.00	20,436.80	92*0423288	92*0423288
61828	GF Unrestricted One-Time Func	2,600.00	0.00	2,600.00	92*0423340	92*0423345
61829	GF Unrestricted One-Time Func	289.09	0.00	289.09	92*0423347	92*0423347
61836	GF Unrestricted One-Time Func	900.00	0.00	900.00	92*0423365	92*0423365
61839	GF Unrestricted One-Time Func	35.00	0.00	35.00	92*0423382	92*0423382
61898	GF Unrestricted One-Time Func	1,661.20	0.00	1,661.20	92*0425655	92*0425655
61905	GF Unrestricted One-Time Func	700.53	0.00	700.53	92*0425700	92*0425700
61908	GF Unrestricted One-Time Func	10,019.70	0.00	10,019.70	92*0425714	92*0425714
61909	GF Unrestricted One-Time Func	8,648.00	0.00	8,648.00	92*0425717	92*0425720
61938	GF Unrestricted One-Time Func	31,556.00	0.00	31,556.00	92*0425918	92*0425918
61943	GF Unrestricted One-Time Func	17.88	0.00	17.88	92*0425931	92*0425931
61951	GF Unrestricted One-Time Func	1,510.00	0.00	1,510.00	92*0425993	92*0425993
61957	GF Unrestricted One-Time Func	20,373.20	0.00	20,373.20	92*0426006	92*0426006
61973	GF Unrestricted One-Time Func	23,000.00	0.00	23,000.00	92*0426090	92*0426090
Total Fund 13 GF Unrestricted One-Time		<u>\$121,963.40</u>	<u>\$0.00</u>	<u>\$121,963.40</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
61831	Child Development Fund	33,741.28	0.00	33,741.28	92*0423351	92*0423352
61843	Child Development Fund	1,406.73	0.00	1,406.73	92*0423390	92*0423392
61863	Child Development Fund	8,645.42	0.00	8,645.42	92*0423534	92*0423544
61871	Child Development Fund	1,952.90	0.00	1,952.90	92*0423573	92*0423575
61910	Child Development Fund	3,237.34	0.00	3,237.34	92*0425723	92*0425726
61911	Child Development Fund	5,293.85	0.00	5,293.85	92*0425727	92*0425735
61925	Child Development Fund	1,808.60	0.00	1,808.60	92*0425852	92*0425854
61949	Child Development Fund	7,301.75	0.00	7,301.75	92*0425977	92*0425984
61967	Child Development Fund	929.73	0.00	929.73	92*0426058	92*0426062
61975	Child Development Fund	1,803.15	0.00	1,803.15	92*0426101	92*0426105
Total Fund 33 Child Development Fund		<u>\$66,120.75</u>	<u>\$0.00</u>	<u>\$66,120.75</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
61804	Capital Outlay Projects Fund	4,861.29	0.00	4,861.29	92*0423005	92*0423005
61814	Capital Outlay Projects Fund	56,136.15	0.00	56,136.15	92*0423070	92*0423071
61833	Capital Outlay Projects Fund	386,555.10	0.00	386,555.10	92*0423354	92*0423355
61834	Capital Outlay Projects Fund	5,317.70	0.00	5,317.70	92*0423356	92*0423358
61845	Capital Outlay Projects Fund	8,403.36	0.00	8,403.36	92*0423394	92*0423395
61864	Capital Outlay Projects Fund	1,142.63	0.00	1,142.63	92*0423545	92*0423545
61899	Capital Outlay Projects Fund	360.00	0.00	360.00	92*0425660	92*0425660
61912	Capital Outlay Projects Fund	80,554.32	0.00	80,554.32	92*0425736	92*0425737
61937	Capital Outlay Projects Fund	9,459.00	0.00	9,459.00	92*0425916	92*0425917
61955	Capital Outlay Projects Fund	2,974.50	0.00	2,974.50	92*0426000	92*0426000
61968	Capital Outlay Projects Fund	2,522.17	0.00	2,522.17	92*0426063	92*0426063
Total Fund 41 Capital Outlay Projects Fu		<u>\$558,286.22</u>	<u>\$0.00</u>	<u>\$558,286.22</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
61795	Bond Fund, Measure E	22,988.49	0.00	22,988.49	92*0422959	92*0422960
61832	Bond Fund, Measure E	325.00	0.00	325.00	92*0423353	92*0423353
61844	Bond Fund, Measure E	500.00	0.00	500.00	92*0423393	92*0423393
61914	Bond Fund, Measure E	15,009.80	0.00	15,009.80	92*0425746	92*0425746
61926	Bond Fund, Measure E	30,322.46	0.00	30,322.46	92*0425855	92*0425857
61927	Bond Fund, Measure E	83,822.28	0.00	83,822.28	92*0425858	92*0425859
61976	Bond Fund, Measure E	11,755.74	0.00	11,755.74	92*0426106	92*0426106
Total Fund 42 Bond Fund, Measure E		<u>\$164,723.77</u>	<u>\$0.00</u>	<u>\$164,723.77</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
61803	Bond Fund, Measure Q	6,625.00	0.00	6,625.00	92*0423004	92*0423004
61813	Bond Fund, Measure Q	81,870.00	0.00	81,870.00	92*0423068	92*0423069
61928	Bond Fund, Measure Q	394,464.12	0.00	394,464.12	92*0425860	92*0425863
61954	Bond Fund, Measure Q	21,042.34	0.00	21,042.34	92*0425997	92*0425999
Total Fund 43 Bond Fund, Measure Q		<u>\$504,001.46</u>	<u>\$0.00</u>	<u>\$504,001.46</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
61805	Property and Liability Fund	4,613.08	0.00	4,613.08	92*0423006	92*0423006
61872	Property and Liability Fund	1,500.00	0.00	1,500.00	92*0423576	92*0423576
Total Fund 61 Property and Liability Fund		<u><u>\$6,113.08</u></u>	<u><u>\$0.00</u></u>	<u><u>\$6,113.08</u></u>		

Checks Written for Period 03/11/15 Thru 03/31/15

61865	Workers' Compensation Fund	545,787.00	0.00	545,787.00	92*0423546	92*0423546
Total Fund 62 Workers' Compensation Fu		<u><u>\$545,787.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$545,787.00</u></u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	4,799,057.15
Total Fund 12 General Fund Restricted	1,946,044.03
Total Fund 13 GF Unrestricted One-Time Fund	121,963.40
Total Fund 33 Child Development Fund	66,120.75
Total Fund 41 Capital Outlay Projects Fund	558,286.22
Total Fund 42 Bond Fund, Measure E	164,723.77
Total Fund 43 Bond Fund, Measure Q	504,001.46
Total Fund 61 Property and Liability Fund	6,113.08
Total Fund 62 Workers' Compensation Fund	545,787.00
Grand Total:	<u><u>\$8,712,096.86</u></u>

Checks Written for Period 03/07/15 Thru 03/27/15

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
311503214	Bookstore Fund	52,163.90	4,311.33	47,852.57	31*0105404	31*0105419
311503321	Bookstore Fund	187,519.81	150.15	187,369.66	31*0105420	31*0105470
311503427	Bookstore Fund	31,609.25	0.00	31,609.25	31*0105471	31*0105488
Total Fund 31 Bookstore Fund		<u><u>\$271,292.96</u></u>	<u><u>\$4,461.48</u></u>	<u><u>\$266,831.48</u></u>		

Checks Written for Period 03/07/15 Thru 03/27/15

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
711503427	Associated Students Fund	3,345.38	57.02	3,288.36	71*0007391	71*0007401
Total Fund 71 Associated Students Fund		<u>\$3,345.38</u>	<u>\$57.02</u>	<u>\$3,288.36</u>		

Checks Written for Period 03/07/15 Thru 03/27/15

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
721503214	Representation Fee Trust Fund	11,547.20	2,354.00	9,193.20	72*0000038	72*0000042
Total Fund 72 Representation Fee Trust Fun		<u>\$11,547.20</u>	<u>\$2,354.00</u>	<u>\$9,193.20</u>		

Checks Written for Period 03/07/15 Thru 03/27/15

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
791503214	Diversified Trust Fund	110,166.85	0.00	110,166.85	79*0019148	79*0019158
791503321	Diversified Trust Fund	10,170.77	0.00	10,170.77	79*0019159	79*0019172
791503427	Diversified Trust Fund	12,075.00	0.00	12,075.00	79*0019173	79*0019178
Total Fund 79 Diversified Trust Fund		<u><u>\$132,412.62</u></u>	<u><u>\$0.00</u></u>	<u><u>\$132,412.62</u></u>		

Checks Written for Period 03/07/15 Thru 03/27/15

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
811503214	Diversified Agency Fund	15,491.58	0.00	15,491.58	81*0045388	81*0045395
811503321	Diversified Agency Fund	18,812.26	0.00	18,812.26	81*0045396	81*0045410
811503427	Diversified Agency Fund	415.35	0.00	415.35	81*0045411	81*0045411
Total Fund 81 Diversified Agency Fund		<u><u>\$34,719.19</u></u>	<u><u>\$0.00</u></u>	<u><u>\$34,719.19</u></u>		

SUMMARY

Total Fund 31 Bookstore Fund	266,831.48
Total Fund 71 Associated Students Fund	3,288.36
Total Fund 72 Representation Fee Trust Fund	9,193.20
Total Fund 79 Diversified Trust Fund	132,412.62
Total Fund 81 Diversified Agency Fund	34,719.19
Grand Total:	<u><u>\$446,444.85</u></u>

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

To:	Board of Trustees	Date: April 13, 2015
Re:	Approval of State Categorical Program Flexibility Transfer	
Action:	Request for Approval	

BACKGROUND

Included in the 2009-2010 state budget act was trailer bill AB4X2 which allowed community college districts to redirect funds from select “flexible” categorical programs to support any other state categorical program. State categorical programs funding were reduced from 30% to 51% in the state budget act thereby requiring some form of flexibility to move program income to programs that were devastated by the cuts that could not practically and programmatically be reduced in one fiscal year. This language has been incorporated into Education Code Section 84043 and requires a report to the Legislature on the amount of funding districts redirect from one categorical program to another.

ANALYSIS

Both colleges indicated that they have not transferred and estimate they will not have need to transfer any funds between state categorical programs that need to be reported to the state during the 2014-2015 fiscal year. In order to remain in compliance with the flexibility provisions however, the district must at least transfer \$1 between programs. The recommendation is to transfer \$1 from the Equal Employment Opportunity program to the Part-Time Faculty Compensation allocation. This transfer will bring all listed state categorical programs into compliance.

RECOMMENDATION

It is recommended that the Board of Trustees approve the State Categorical Flexibility Transfer request per Education Code 84043 as presented.

Fiscal Impact:	None	Board Date: April 13, 2015
Prepared by:	Adam M. O’Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE

1102 Q STREET, STE. 4554
SACRAMENTO, CA 95811-6549
(916) 445-8752
<http://www.cccco.edu>



March 16, 2015

TO: Chief Business Officers
FROM: Dan Troy, Vice Chancellor, College Finance and Facilities Planning
SUBJECT: 2014-15 District Reporting on Categorical Flexibility

Summary

In order to help manage the deep cuts in categorical program funding imposed on the colleges in the *2009-10 State Budget*, budget trailer bill language (AB 4X 2) allowed community college districts to redirect funds from a select number of categorical programs to support any other categorical program funded in the state budget. The budget language also required the state Chancellor's Office to report to the Legislature on the amount of funding, if any, districts redirected from each of the select categorical programs that fall under this "flexibility" provision. This language was incorporated into Education Code Section 84043, requiring a report to the Legislature regarding funding that districts redirected from one categorical program to another. (The full text of "flexibility" reporting language appears at the end of this memo.) This correspondence and the attached spreadsheet are presented to help us adhere to this budget reporting requirement.

Requested Action: Reporting Requirements

In order to allow the Chancellor's Office to meet its legislative reporting requirement, it is requested that districts submit the report on the attached Excel spreadsheet indicating how much funding, if any, they redirected or anticipate redirecting from these selected "flexible" categorical programs no later than April 1, 2015. The attached spreadsheet lists the 23 categorical programs for which districts are funded and also lists the eight categorical programs, shown in the shaded area, from which districts may move funding. If a district did not move any funds from these eight categorical programs, then the district is only required to mark the box on the spreadsheet indicating "No Funds Moved." If, however, a district moved, or is planning to move, any amount of funding, even a nominal amount of funding (e.g., \$1.00), then the district will need to show on the spreadsheet how much was moved and where the funds moved to. Completed forms should be emailed to Natalie Wagner in our office (nwagner@ccco.edu) with the district's name and CBO entered by April 1, 2015.

If you have any questions, please contact Natalie Wagner at (916) 327-1554.

Excerpt from Education Code Section 84043:

(3) (A) If a community college district elects to use funding received pursuant to subdivision (b) in the manner authorized pursuant to subdivision (a), the community college district shall continue to report the expenditures pursuant to this section by using the appropriate codes to indicate the activities for which these funds were expended using the existing standard reporting process as determined by the chancellor.

(B) The chancellor shall collect the information in subparagraph (A) and shall provide that information to the Department of Finance and to the appropriate policy and budget committees of the Legislature on or before April 15, 2010, and annually thereafter by April 15 of each year, through 2016.

**California Community Colleges Legislative Reporting Requirement - 2014-15
Utilization of Categorical Flexibility Provision**

DISTRICT Rancho Satiago CCD

CBO or Designee Peter J. Hardash, Vice Chancellor

NO FUNDS TRANSFERRED (indicate with an x)

CCC Flexibility Categorical Programs	Total 14-15 Statewide Funding	Amount Moved Out of Category	Amount Moved Into Category
Academic Senate	\$ 468,000		
Childcare Tax Bail Out	3,350,000		
Equal Employment Opportunity	767,000	1	
Economic Development*	72,929,000		
Part-Time Faculty Office Hours	3,514,000		
Part-Time Faculty Health Insurance	490,000		
Part-Time Faculty Compensation	24,907,000		1
Transfer Education and Articulation	698,000		
Apprenticeship	7,174,000		
Student Success and Support Program/ Student Equity	271,683,000		
Student Financial Aid Education	69,421,000		
Foster Care Education Program	5,254,000		
Fund for Student Success	3,792,000		
CalWORKs	34,545,000		
Student Success for Basic Skills	20,037,000		
Physical Plant and Instructional Equipment	148,000,000		
Nursing Support	13,378,000		
Disabled Students	114,223,000		
Extended Opportunity Program & Services	79,273,000		
CARE	9,332,000		
Telecommunications & Technology Services	21,790,000		
Expanded Delivery of Courses through Technology	10,000,000		

Funds may be transferred **out of any shaded categorical program** and **into** any categorical program shown on this page.

*\$50,000,000 of the funds included in Economic Development are for a one-time increase in the Economic and Workforce Development Program and are not eligible to be flexed.

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

To:	Board of Trustees	Date: April 13, 2015
Re:	Adoption of Resolution No. 15-07 Regarding Expenditure Transfers to Permit Payment of Obligations	
Action:	Request for Adoption	

BACKGROUND

In accordance with Education Code §42601, the Orange County Department of Education requires the district to submit an annual board resolution which authorizes the County Superintendent of Schools to make necessary transfers between the reserve for contingencies and any expenditure classification or classifications of the district as are necessary to permit the payment of obligations. This resolution covers the fiscal year ending June 30, 2015.

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution No. 15-07 regarding expenditure transfers as presented.

Fiscal Impact:	None	Board Date: April 13, 2015
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**RESOLUTION OF THE BOARD OF TRUSTEES
OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
OF ORANGE COUNTY, CALIFORNIA**

Resolution No. 15-07, dated this 13th day of April 2015

On motion of _____, duly seconded, it is hereby resolved that, at the close of the 2014-15 fiscal year, the County Superintendent of Schools may make such transfers between the Reserve for Contingencies and any expenditure classification or classifications or balance any expenditure classification of the budget of the District for such school year as are necessary to permit the payment of obligations of the District incurred during such school year. (Education Code §42601)

Trustee Claudia C. Alvarez

Trustee Nelida Mendoza Yanez

Trustee Arianna P. Barrios

Trustee Jose Solorio

Trustee John R. Hanna

Trustee Phillip E. Yarbrough

Trustee Lawrence R. "Larry" Labrado

FOR SCHOOL FINANCIAL SERVICES USE

The transfers below were made to permit the payment of final obligations and recording of the current liabilities of the District for such school year per the Resolution above.

By _____

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

To:	Board of Trustees	Date: April 13, 2015
Re:	Approval of Reappointments/Reaffirmations for the Measure E Citizens' Bond Oversight Committee	
Action:	Request for Approval	

BACKGROUND

One of the requirements for bonds that are approved under the auspices of Proposition 39 is the provision of a Citizens' Bond Oversight Committee comprised of residents of the district who satisfy various categories of membership. The Board approved the membership of the original committee in December of 2002 and acts upon the appointment, reappointment and reaffirmation of the committee each year.

ANALYSIS

The committee terms are based on the calendar year. Therefore, we recommend that the committee for the 2015 calendar year be as follows:

Name	Membership Category	Recommended Action
Hector Soberano	SCC Student	Appoint
Luis Vargas	SAC Student	Reaffirm
Carol Chaney	Business	Reaffirm
William Thornton	Senior Citizen Organization	Reaffirm
Vacant	Tax Payer Association	
Ken Purcell	Foundation – SAC	Reaffirm
Larry Cohn	Foundation – SCC	Reaffirm
Philip Hummel	Community at Large – SCC	Reaffirm
Vacant	Community at Large – SAC	

RECOMMENDATION

It is recommended that the Board of Trustees approve the appointment and reaffirmations of the Measure E Citizens' Bond Oversight Committee for the 2015 calendar year as presented.

Fiscal Impact:	None	Board Date: April 13, 2015
Prepared by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

To:	Board of Trustees	Date: April 13, 2015
Re:	Approval of Reappointments/Reaffirmations for the Measure Q Citizens' Bond Oversight Committee	
Action:	Request for Approval	

BACKGROUND

One of the requirements for bonds that are approved under the auspices of Proposition 39 is the provision of a Citizens' Bond Oversight Committee comprised of residents of the district who satisfy various categories of membership. The Board approved the membership of the original committee in February of 2013 and acts upon the appointment, reappointment and reaffirmation of the committee each year.

ANALYSIS

The committee terms are based on the calendar year. Therefore, we recommend that the committee for the 2015 calendar year be as follows:

Name	Membership Category	Recommended Action
Vacant	SAC Student	
Eddie Marquez	Business	Reaffirm
Rene Guzman	Senior Citizen Organization	Reaffirm
Vacant	Tax Payer Association	
Eric Alderete	Foundation – SAC	Reaffirm
Nellie Caudillo Kaniski	Community at Large #1	Reaffirm
Irma Avila Macias	Community at Large #2	Reaffirm
Max Madrid	Community at Large #3	Reaffirm
Kenneth Nguyen	Community at Large #4	Reaffirm
Jorge Rocha	Community at Large #5	Reaffirm
Alex Flores	Community at Large #6	Reaffirm

RECOMMENDATION

It is recommended that the Board of Trustees approve the reaffirmations of the Measure Q Citizens' Bond Oversight Committee for the 2015 calendar year as presented.

Fiscal Impact:	None	Board Date: April 13, 2015
Prepared by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

To: Board of Trustees	Date: April 13, 2015
Re: Approval of Lease Agreement with Reazon Systems	
Action: Request for Approval	

BACKGROUND

The District operates a business incubator for start-up digital media companies at the Digital Media Center (DMC). The incubator was developed as a result of grant funding received from the U.S. Department of Commerce, Economic Development Administration.

ANALYSIS

Reazon Systems is a forward-thinking, software research and development company specialized in turning complex and time-consuming educational and business processes into robust and user-friendly experiences

As a start-up, Reazon Systems is looking to validate their business model by taking advantage of the valuable services provided for entrepreneurs at the DMC, including mentorship, access to student interns, access to investors, and office space. Through these services, the company hopes to grow and create much needed jobs in our community.

The recommended lease conforms to the District's standard lease agreement for DMC tenants and is for a period of one year: April 14, 2015 to April 13, 2016. The square footage for the rentable area included in this lease agreement is 505 square feet.

RECOMMENDATION

It is recommended that the Board of Trustees approves the lease agreement with Reazon Systems and authorize the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the District as presented.

Fiscal Impact:	\$10,302.00	Board Date: April 13, 2015
Prepared by:	Enrique Perez, Assistant Vice Chancellor, Educational Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

To:	Board of Trustees	Date: April 13, 2015
Re:	Approval of Legal Services Agreement – Orbach Huff Suarez + Henderson LLP	
Action:	Request for Approval	

BACKGROUND

This is a new agreement with Orbach Huff Suarez + Henderson LLP for various legal services with an emphasis on construction and real estate matters. Experienced legal counsel is requested to assist and represent the District on various facilities, construction legal and other related matters.

ANALYSIS

A Request for Qualifications/Request for Proposals (RFQ/RFP) #1415-80 for Facilities Planning and Construction Projects Legal Services was released and advertised on November 17, 2014. The deadline for response was due on December 5, 2014. Eight firms responded; Atkinson, Adelson, Loya, Ruud & Romo (Cerritos), Bergman Dacey Goldsmith, PLC (Los Angeles), Best Best & Krieger LLP (Riverside), Burke, Williams & Sorrenson (Oakland), Liebert Cassidy Whitmore (Los Angeles), Orbach Huff Suarez + Henderson LLP (Los Angeles), Parkert & Covert LLP (Tustin), and Public Agency Law Group (El Segundo). A selection committee convened to review the qualifications and proposals on December 10, 2014 and January 13, 2015. A pre-qualified shortlist was established with six firms.

Interviews were held on March 11, 2015 with Best Best & Krieger LLP, Orbach Huff Suarez + Henderson LLP, and Public Agency Law Group. To supplement legal services, the selection committee recommends Orbach Huff Suarez + Henderson LLP based upon the culmination of their RFP response and responsiveness, qualifications, comprehensive interview performance, experience, and team members.

Hourly rates for Orbach Huff Suarez + Henderson LLP range from \$235 per hour for partners; \$225 for senior associates, \$225 for associates, and \$125 for paralegals. Word processing, clerical and staff overtime, telephone and facsimile charges are included in hourly rates.

RECOMMENDATION

It is recommended that the Board of Trustees approve the legal services agreement with Orbach Huff Suarez + Henderson LLP to provide legal services on facilities, construction and real estate matters as presented.

Fiscal Impact:	Per fee schedule	Board Date: April 13, 2015
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



Attorneys at Law

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619 564-4130 · PHONE

File Number
4000.000

March 3, 2015

VIA E-MAIL ONLY

Carri Matsumoto
Assistant Vice Chancellor
Facility Planning District Construction and Support Services
Rancho Santiago Community College District
2323 North Broadway, Suite 404-1
Santa Ana, CA 92706

Re: Rancho Santiago Community College District and Orbach Huff Suarez & Henderson LLP

Dear Ms. Matsumoto:

Our firm is extremely pleased to represent Rancho Santiago Community College District. This letter shall serve to outline the terms and conditions of that representation. If you have any questions concerning any of the information provided in this letter, I welcome your call.

1. Scope of Services. Our responsibilities on your behalf shall be to represent Rancho Santiago Community College District (District) in facility matters and other matters as your District may request at the rates indicated herein.
2. Fees. The measure for our services will be the actual time expended performing legal services at hourly rates in effect at the time services are performed for the lawyers, paralegals and clerks who are directly involved in the matters for which you have retained us. Our regular hourly rates are \$400 per hour for partners and of counsel; \$225 to \$300 per hour for associate attorneys; \$100 to \$150 per hour for paralegals; and \$25 to \$50 per hour for clerks. Because of its public mission and it being our privilege to perform services for your District, we will discount our regular rates and charge your District the following: \$250 per hour for all Partners; \$235 for all Senior Associates; Associates: \$225 per hour; Paralegals: \$125 per hour. Our firm may change the hourly rates for its personnel. We will, however, advise you as to any change in our hourly rates before they become effective.

Carri Matsumoto

March 3, 2015

Page 2

3. Retainer. As a matter of policy, we require new clients of the firm to pay us an initial retainer to be applied towards fees and costs. In your instance, however, we are waiving this policy.

4. Expenses Incurred and Other Charges. In addition to our fee, we will expect your District to reimburse us for all expenses we incur on its behalf, including expert witness fees, long distance, travel costs, air freight, commercial messengers, computer research terminal time and printing costs, secretarial and word processing overtime when dictated by your needs and the like; we will expect your District to pay us for all photocopying (currently 25¢ per page) done by us with respect to its matter(s).

5. Billing Practices. We will send an invoice to you monthly detailing all of the expenses incurred during the previous month. These invoices will be of sufficient detail to enable you to determine the nature of any expenses incurred.

6. Termination of Representation. The attorney-client relationship is one of mutual trust and confidence, and you are, of course, free to terminate our relationship at any time. We will also be free to terminate the relationship at any time, and should that unlikely event occur, we will do so in a manner which complies with applicable law, court rules and the Rules of Professional Conduct of the State Bar of California. These rules permit us to withdraw if, among other reasons, your conduct renders it unreasonably difficult for us to carry out the representation effectively.

7. Professional Liability Insurance. Orbach Huff Suarez & Henderson LLP carries professional errors and omissions liability insurance. No representation is made by Orbach Huff Suarez & Henderson LLP as to "insurance coverage" for the types of service which we may perform for you.

8. Mediation and Costs. We look forward to a beneficial and mutually productive relationship with your District. If, however, you become dissatisfied for any reason with the services we have performed, we encourage you to bring that to our attention immediately. It is our belief that most such problems can be resolved by good faith discussions between the parties. Nevertheless, it is always possible that some dispute may arise which cannot be resolved by discussions between us. We believe that such disputes can be resolved more expeditiously and with less expense to all concerned by mediation than by court proceedings. Therefore, the parties will attempt to resolve all disputes through mediation with a mediator mutually agreed to by the parties. In any dispute, at any stage, the parties shall bear their own attorneys' fees and costs.



Carri Matsumoto
March 3, 2015
Page 3

9. Term. The term of this agreement and our representation of you shall begin on the date you indicate by your signature below and shall continue unless our representation is terminated as indicated herein.

If you agree with the foregoing, please print and sign two (2) copies of this letter, and return them to me. We will execute one of those and return it to you for your records. I look forward to working with you and thank you again for your trust in choosing Orbach Huff Suarez & Henderson LLP. If you ever have any concerns about our work, please contact me at any time.

Very truly yours,
ORBACH HUFF SUAREZ & HENDERSON LLP

/s/

Philip J. Henderson

Accepted and agreed by Orbach Huff Suarez & Henderson LLP on _____,
2015

By: _____

The undersigned has read and understood this agreement, represents the authority to execute this agreement on behalf of Rancho Santiago Community College District and acknowledges that this agreement is subject to mediation as provided above. The foregoing accurately sets forth all the terms of your engagement and is approved and accepted on _____, 2015.

By: _____

Title: _____

At its public meeting of _____, 2015, the District's Board of Trustees approved or ratified / will approve or ratify this Agreement.

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

To:	Board of Trustees	Date: April 13, 2015
Re:	Approval of Legal Services Agreement – Public Agency Law Group	
Action:	Request for Approval	

BACKGROUND

This is a new agreement with Public Agency Law Group (PALG) for various legal services with an emphasis on construction and real estate matters. Experienced legal counsel is requested to assist and represent the District on various facilities, construction legal and other related matters.

ANALYSIS

A Request for Qualifications/Request for Proposals (RFQ/RFP) #1415-80 for Facilities Planning and Construction Projects Legal Services was released and advertised on November 17, 2014. The deadline for response was due on December 5, 2014. Eight firms responded; Atkinson, Adelson, Loya, Ruud & Romo (Cerritos), Bergman Dacey Goldsmith, PLC (Los Angeles), Best Best & Krieger LLP (Riverside), Burke, Williams & Sorrenson (Oakland), Liebert Cassidy Whitmore (Los Angeles), Orbach Huff Suarez + Henderson LLP (Los Angeles), Parkert & Covert LLP (Tustin), and Public Agency Law Group (El Segundo). A selection committee convened to review the qualifications and proposals on December 10, 2014 and January 13, 2015. A pre-qualified shortlist was established with six firms.

Interviews were held on March 11, 2015 with Best Best & Krieger LLP, Orbach Huff Suarez + Henderson LLP, and Public Agency Law Group. To supplement legal services, the selection committee recommends Public Agency Law Group based upon the culmination of their RFP response and responsiveness, qualifications, comprehensive interview performance, experience and team members.

Hourly rates for Public Agency Law Group range from \$230 per hour for principal; and \$220 for attorneys, and \$75 for paralegals. Word processing, clerical and staff overtime, telephone and facsimile charges are included in hourly rates.

RECOMMENDATION

It is recommended that the Board of Trustees approve the legal services agreement with Public Agency Law Group to provide legal services on facilities, construction and real estate matters as presented.

Fiscal Impact:	Per fee schedule	Board Date: April 13, 2015
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

RETAINER AGREEMENT

This Retainer Agreement is entered into by and between Rancho Santiago Community College District ("District") and Public Agency Law Group ("Counsel"), this ___ day of April, 2015, with regard to the following recitals:

WHEREAS, the District is engaged from time to time in the development, design, bidding, construction, maintenance of various physical facilities, real property transactions, and other general business and public contract matters.

WHEREAS, Counsel has special skills, knowledge, experience and expertise in the area of public purchasing, public contracts, public construction law, general business and related matters.

WHEREAS, the District has determined that it is in its best interests to retain Counsel as legal counsel to represent, advise and counsel the District in purchasing, construction, general business and related matters, as may be assigned by the District from time to time;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the District and Counsel agree as follows:

1. The District retains Counsel as legal counsel, and as an independent contractor, to represent the District and to provide legal advice, counseling and related legal services in connection with matters, as may be assigned or requested by the District from time to time.

2. Counsel shall be compensated for professional services rendered under this Agreement at the following hourly rates for Counsel's professional personnel.

Sherman Wong	\$230	Debby Watson	\$220
Larry Lasnik	\$220	Cheryl Hargraves	\$75

Unless otherwise agreed by Counsel and the District in connection with particular tasks assigned Counsel under this Agreement, Counsel's billings under this Agreement shall be in increments of one-tenth (0.1) of an hour. Billing rates for Counsel's professional personnel is subject to adjustment to the Term of this Agreement provided: (i) any adjustment of hourly rates shall not exceed three (3%) for any twelve month period of the Term; and (ii) any adjustment is subject to prior notice to and acceptance by the District.

3. In addition to attorneys' fees pursuant to Paragraph 2, the District will be billed for costs incurred by Counsel in providing services under this Agreement, including but not limited to photocopying, long distance telephone, fax, on-line legal research, and authorized travel. In addition, should any matter assigned to Counsel under this Agreement proceed to litigation, the District will be billed litigation-related costs, such as filing fees, service fees and deposition costs. These costs, including any other costs advanced by Counsel, shall be billed to the District in Counsel's monthly statements and such costs shall be paid by the District in accordance with Paragraph 4 of this Agreement.

4. Counsel shall submit monthly statements to the District for fees and costs for services performed under this Agreement by individual purchase order issued. The District shall make payment to Counsel within thirty (30) days after receipt of such statements. Such monthly statements shall indicate the services performed, the individual(s) performing the services and shall provide an accounting of work time spent for which payment is requested under this Agreement.

5. The Term of this Agreement is five (5) years, commencing on the date set forth above and unless earlier terminated pursuant to the terms hereof, the Term expires five (5) years thereafter.

6. Counsel and the District reserve the right, in their respective discretion, to terminate this Agreement at any time upon ten (10) days prior written notice to the other party. In the event that Counsel shall be attorney of record in any pending litigation matter at the time that the District shall exercise its right to terminate this Agreement, this Agreement shall not be deemed terminated until Counsel shall have had an opportunity to obtain leave of court to withdraw from any court proceeding in which Counsel is attorney of record for the District. In the event of termination of this Agreement, Counsel shall provide the District with all materials, documents and work product related to services performed by Counsel under this Agreement.
7. The experience, skill and expertise of Counsel are of essence to this Agreement. Counsel shall not assign, whether by assignment or novation, this Agreement or delegate its duties hereunder, in whole or in part, or any right or interest hereunder without the prior written consent of the District.
8. At all times during the Term of this Agreement, Counsel shall obtain and maintain the following insurance coverages:

General Liability Insurance	Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate.
Automobile Liability Insurance	Two Million Dollars (\$2,000,000) combined single limit.
Workers Compensation Insurance	In accordance with laws.
Employers Liability	One Million Dollars (\$1,000,000).
Professional Liability	One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate.

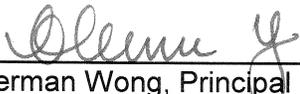
9. The District's Assistant Vice Chancellor, Facility Planning, District Construction & Support Services or such individual as may be designated by her/him shall have the authority to exercise the District's rights under this Agreement and to assign matters to Counsel.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

Rancho Santiago Community College District

By: _____
 Carri Matsumoto, Assistant Vice Chancellor,
 Facility Planning, District Construction
 & Support Services

Public Agency Law Group

By: 

 Sherman Wong, Principal

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

To:	Board of Trustees	Date: April 13, 2015
Re:	Approval of Agreement with Community College League of California for Consulting on Energy and Environment Services to Support Solar Projects	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for consulting services through the Community College League of California. As a member of the League, the District is able to retain these consulting services to support the State's interest in pursuing and evaluating the feasibility of solar projects. In support of the District's Sustainability Plan Goals that align with the California Community College's Sustainability Plan Guidelines and in furthering Board Policy 3406, the District seeks to make recommendations for ongoing energy conservation. As part of this ongoing effort, the District is currently evaluating the feasibility of solar projects and is undertaking a Request for Qualifications process to identify potential qualified vendors. The District is seeking the assistance of the League through its Solar Consulting Services Program, as they have assisted other Community College Districts in evaluating potential solar projects based on their extensive experience.

ANALYSIS:

In order to properly evaluate renewable energy opportunities, as part of the District Sustainability Plan projects, a comprehensive photovoltaic feasibility study at Santiago Canyon and Santa Ana Colleges is essential. The services being considered here do not commit the District to solar projects, but will provide a feasibility analysis for future potential solar projects.

Approval of this Agreement provides the ability for District staff to call upon Clyde Murley, through the Community College League of California (CCLC) Solar Program, to conduct a preliminary solar site assessment, solar planning, electric tariff and economic analysis, electric consumption analysis, RFP preparation, and solar proposal review and evaluation, to provide for competitive procurement of a "turnkey" solar energy system(s). The District incurs zero costs at this point in time as fees and expenses are only paid by a future solar contractor/vendor if the District moves forward with an actual solar project.

Primary assistance in consulting will be through Clyde Murley, owner of Murley Consulting Group on Energy & Environment, who has relevant site assessment, technical solar project, electrical utility tariff, economic analysis, competitive procurement expertise and experience. He has consulted in this role for other CCLC members with the accomplishment of several solar projects coming to fruition. A committee convened on March 4, 2015 and interviewed Mr. Murley and recommends the District utilize these services available through the Community College League of California.

The services covered by this agreement shall commence April 14, 2015 and ends June 30, 2016.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Community College League of California and Murley Consulting Group for Consulting Services to assist with the solicitation and evaluation of Solar Projects as presented.

Fiscal Impact:	None	Board Date: April 13, 2015
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning & District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

To:	Board of Trustees	Date: April 13, 2015
Re:	Approval of Agreement with Donald Krotee Partnership, Inc. for Site Improvements at the Orange County Sheriff's Regional Training Academy	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for architectural services. As part of a 2014 site safety assessment for the the Orange County Sheriff's Regional Training Academy, it was requested by the Orange County Sheriff's Department that a permanent masonry wall along Warner Avenue be constructed for security and screening purposes as an added safety measure to secure the regional training facility located at 15991 Armstrong Ave., Tustin, CA 92782. This project is to install a permanent 8 foot high masonry wall along the property line adjacent Warner Avenue to match existing site walls in order to minimize public viewing and reduce distractions for the training of recruits. The project includes the demolition of existing steel fencing, finish grading work, irrigation system repairs, landscaping, a new concrete masonry wall, plaster and painting.

ANALYSIS:

A Request for Proposals (RFP) #1415-69 for Professional Design Services for the Site Improvements at the Orange County Sheriff's Regional Training Academy was released to three pre-qualified firms on August 4, 2014, NAC Architecture (Los Angeles), Donald Krotee Partnership, Inc. (Santa Ana), and Lionakis (Newport Beach). Two firms responded; NAC Architecture and Donald Krotee Partnership, Inc. A selection committee convened on January 6, 2015 to review the qualifications and proposals. The selection committee recommends Donald Krotee Partnership, Inc. based upon the culmination of their RFP response and responsiveness, qualifications, experience, team members, approach to the project, schedule and fee proposal.

The duration of services covered by this agreement shall commence April 14, 2015 and ends June 26, 2016

The fiscal impact and budget for this agreement is based upon the list of scope of services, a schedule of activities, and is a fixed fee of \$37,500.

This agreement is funded by Santa Ana College Redevelopment Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Donald Krotee Partnership, Inc. for Site Improvements at the Orange County Sheriff's Regional Training Academy as presented.

Fiscal Impact:	\$37,500	Board Date: April 13, 2015
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 4/13/15

Project: Site Improvements

Site: **Orange County Sheriff's
Regional Training Academy**

Consultants: **Donald Krotee Partnership, Inc.**

Type of Service: Professional Design Services

Agreement Summary	No.	Amount	Reimbursables	Duration	
				Start	End
Original Contract Amount		\$37,500.00		4/14/2015	6/30/2016
Total Agreement Amount		\$37,500.00			

DESCRIPTION:

Site Improvements for the Orange County Sheriff's Regional Training Academy

\$37,500.00

Total Proposed Amount:

Contract End Date:

6/30/2016

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

To:	Board of Trustees	Date: April 13, 2015
Re:	Approval of Amendment to Agreement with Bernards Management Services for the Close Out of the Site Perimeter Project at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

This is an amendment to an agreement for time only. Bernards Management Services has an existing agreement for construction management services for multiple projects at Santa Ana College, which included the Site Perimeter Project. This project is not yet closed with Woodcliff Construction, the contractor on the site perimeter project.

ANALYSIS:

Bernards Management Services has been providing construction management services at Santa Ana College for this project.

Due to additional time needed to close out this contract, an amendment to extend time to PO #14-P0029501 is needed. The existing agreement is \$39,496.48. This amendment is for a time extension only through January 31, 2016.

This agreement is funded by Measure E.

RECOMMENDATION:

It is recommended that the Board approve the amendment to agreement with Bernards Management Services for time only for the close out of the Site Perimeter Project at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: April 13, 2015
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodriguez, Ph.D, Chancellor	

Board Agreement Summary

Board Date: 4/13/15

Project: Site Perimeter

Site: **Santa Ana College**

Consultant: **Bernards Management Services**

Type of Service: Close Out Services

Agreement Summary	Amount	Reimbursables	Start	Duration End
Amendment Amount	N/A	\$ -		1/31/2016
Total Agreement Amount	<i>(Not to exceed)</i>			

DESCRIPTION:

Amendment for time only due to close out of site perimeter project with Woodcliff Construction

N/A

Total Proposed Amount:

Contract End Date:

1/31/2016

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

To:	Board of Trustees	Date: April 13, 2015
Re:	Approval of Amendment to Agreement with Hammel, Green and Abrahamson, Inc. for Professional Design Services for the Science, Technology, Engineering and Math (STEM) Building at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

This is an amendment to an existing agreement for additional services. On October 13, 2014 the Board approved an agreement with Hammel, Green & Abrahamson, Inc. (HGA) for architectural services related to the Science, Technology, Engineering and Math (STEM) Building at Santa Ana College. The STEM project is currently in the programming verification phase. As part of the annual 5-year Capital Construction Plan update, which is submitted annually to the California Community College State Chancellor's Office (CCCSCO) by July 1, 2015, the District is requesting assistance of HGA to provide additional architectural services to update the Final Project Proposal (FPP) for the Health Sciences Building. HGA is concurrently programming the Health Sciences Building to properly site the STEM Building adjacent the future Health Sciences Building and it is necessary to update the current FPP. HGA will assist the District in resubmission of the FPP to the CCCSCO in order to make the annual deadline.

ANALYSIS:

Hammel, Green and Abrahamson, Inc. was previously selected through a Request for Proposal (RFP) #1415-68 which was issued on July 10, 2014 to ten pre-qualified firms with a response deadline of July 24, 2014. The District received ten responses from Flewelling & Moody (Los Angeles), Dougherty & Dougherty (Costa Mesa), Hammel, Green & Abrahamson, Inc. (Santa Monica), HPI Architecture (Newport Beach), Lionakis (Newport Beach), MVE Institutional, Inc. (Santa Ana), NTD Architecture (Newport Beach), R2A Architecture (Costa Mesa), Steinberg Architects (Los Angeles) and Westberg+White Architects (Tustin). A committee of six members reviewed the proposals on July 31, 2014 and interviewed four firms on August 12, 2014, and August 14, 2014; Lionakis, R2A Architecture, Steinberg Architects, and Hammel, Green & Abrahamson, Inc. The selection and interview committee recommended Hammel, Green & Abrahamson, Inc. by consensus based upon a thorough review and the culmination of their RFP response, experience, team members, approach to the project, ability to meet the schedule requirements, and significant experience with science, technology, engineering and math buildings.

The original contract amount was a not-to-exceed fee of \$4,109,395. The amendment contract amount is for an additional fixed fee of \$21,860. The revised total contract amount is \$4,131,255.

This agreement is funded by Measure Q.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Amendment #1 with Hammel, Green and Abrahamson, Inc. for the Science, Technology, Engineering and Math (STEM) Building at Santa Ana College as presented.

Fiscal Impact:	\$21,860	Board Date: April 13, 2015
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 4/13/15

Project: New Science, Technology, Engineering and Math (STEM) Site: **Santa Ana College**
Building

Consultants: **Hammel, Green and Abrahamson, Inc.**

Type of Service: Professional Design Services

Agreement Summary	No.	Amount	Reimbursables	Duration	
				Start	End
Original Contract Amount		\$3,909,395.00	\$ 200,000.00	10/14/2014	12/31/2019
Amendment #1		\$21,860.00			
Total Agreement Amount		\$4,131,255.00			

DESCRIPTION:

Amendment #1 for additional design services for the new Science, Technology, Engineering and Math (STEM) Building at Santa Ana College

Total Proposed Amount: **\$21,860.00**

Contract End Date: **12/31/2019**

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

To:	Board of Trustees	Date: April 13, 2015
Re:	Reject all Bids of Bid #1260 – Parking Lots Resurface and Stripe at Centennial Education Center for Santa Ana College	
Action:	Request for Rejection	

BACKGROUND:

On February 3, 2015, Bid #1260 was opened for the resurfacing and striping of the parking lots at the Centennial Education Center (CEC). The CEC is located at 2000 West Edinger Avenue, Santa Ana on leased property from the City of Santa Ana. It was the intent of the District to undertake maintenance and repair work of the parking lot, either solely or through a Memorandum of Understanding (MOU) with the City for cost sharing on the project. Initially, the City expressed interest in cost sharing on the project, but after a meeting with the City on March 4, 2015, the City informed the District and College that they do not authorize the District to proceed with the project. The City has stated they are solely responsible to undertake maintenance of the parking lots and will instead undertake some of the repairs during spring break. The District expressed its continued desire to partner in a project if the City should reconsider, as safety concerns and liability exposure of the current condition of the parking lots continue to be a concern by the District.

ANALYSIS:

The District received eight bids on the project. Bids ranged from a low of \$167,000 to \$384,000. The apparent low bidder was JB Bostick Company, Inc. in the amount of \$167,000. Since the City did not authorize the District to proceed, the District recommends rejecting all bids. Per Public Contract Code Section 20651, the Board of Trustees has the right to reject all bids. The City plans to do patching and striping work during Spring Break since the City is responsible for the maintenance of the parking lots.

This project was funded by Capital Facilities Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees reject all bids of Bid #1260 – Parking Lots Resurface and Stripe at Centennial Education Center for Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: April 13, 2015
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

To:	Board of Trustees	Date:	April 13, 2015
Re:	Approval of Amendment to Agreement with Dahl Taylor and Associates for Professional Design Services for the HVAC Renovations at the Child Development Center at Santiago Canyon College		
Action:	Request for Approval		

BACKGROUND:

This is an amendment to an existing agreement for additional services. On February 24, 2015 the District executed an agreement with Dahl Taylor and Associates in the amount of \$14,000 to provide design services for the removal and replacement of existing air conditioning units at the Child Development Center located at Santiago Canyon College. During the building conditions survey, multiple mechanical deficiencies were discovered which will require additional design services above and beyond the original scope of work as these were unforeseen conditions. The additional design services will address the HVAC mechanical equipment, located in mechanical closets, roof platforms and exterior platforms, to upgrade these areas to current code including improving operating conditions, operating efficiencies, serviceability and maintenance.

ANALYSIS:

The consultant requires additional work to develop proper mechanical engineering plans. The consultant has provided a detailed list of hours and associated tasks to justify the added services for District representative review and analysis. The District has reviewed and negotiated the additional hours and found the added services fee to be fair and reasonable.

The existing fixed fee agreement is currently for \$14,000. The add fee request covered by this amendment is a not-to-exceed fixed fee amount of \$14,600 which includes \$2,000 of reimbursable expenses. The total new agreement amount will be \$28,600.

This agreement is funded by Scheduled Maintenance.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment with Dahl Taylor and Associates for Professional Design Services for the HVAC Renovations at the Child Development Center at Santiago Canyon College as presented.

Fiscal Impact:	\$14,600	Board Date:	April 13, 2015
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		

Board Agreement Summary

Board Date: 4/13/15

Project: HVAC Renovations at the Child Development Center

Site: **Santiago Canyon College**

Consultants: **Dahl Taylor & Associates**

Type of Service: Professional Design Services

Agreement Summary	No.	Amount	Reimbursables	Duration	
				Start	End
Original Contract Amount		\$14,000.00		3/2/2015	2/18/2016
Amendment #1		\$12,600.00	\$2,000		
Total Agreement Amount		\$28,600.00			

DESCRIPTION:

Agreement for Professional Design Services for the HVAC Renovations at the Child Development Center at Santiago Canyon College

Total Proposed Amount:

\$28,600.00

Contract End Date:

2/18/2016

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

To:	Board of Trustees	Date: April 13, 2015
Re:	Approval of Amendment to Agreement with Glumac for Commissioning Consulting Services for the Retro-Commissioning Project of the Science Center at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

This is an amendment to an existing agreement for both an extension of time and additional services. On March 10, 2014 the Board of Trustees approved an agreement with Glumac to provide commissioning consulting services for the retro-commissioning project of the Science Center Building at Santiago Canyon College. During the course of the project, additional services were performed by the consultant to provide commissioning support to address unforeseen existing mechanical deficiencies during the testing phase of the equipment. This required Glumac to perform additional re-tests of the boiler and HVAC equipment, attend additional meetings, and review additional trend data to evaluate performance and operations of equipment to provide further information to the District.

ANALYSIS:

As part of the original agreement, Glumac is required to provide commissioning support after one year of system operation to ensure reliability and effective operation of the commissioned HVAC system at the Science Center. In order to complete these tasks, the contract duration needs to be extended from March 31, 2015 through December 31, 2015.

The additional services covered by this amendment are for a fixed fee in the amount of \$6,500 with no reimbursables. The revised contract amount is \$39,400.

A detailed analysis of hours and associated tasks was performed and provided to justify the additional fee requested. The District has reviewed and negotiated the additional hours and found the added service fee to be fair and reasonable.

This agreement is funded by Capital Facility and Proposition 39 Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment with Glumac for Commissioning Consulting Services for the Retro-Commissioning Project of the Science Center at Santiago Canyon College as presented.

Fiscal Impact:	\$6,500	Board Date: April 13, 2015
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 4/13/15

Project: Retro-Commissioning of the Science Center

Site: **Santiago Canyon College**

Consultants: **Glumac**

Type of Service: Commissioning Consulting Services

Agreement Summary	No.	Amount	Reimbursables	Duration	
				Start	End
Original Contract Amount		\$32,900.00		3/11/2014	12/31/2015
Amendment #1		\$6,500.00			
Total Agreement Amount		\$39,400.00			

DESCRIPTION:

Agreement for Commissioning Consulting Services regarding
Retro-Commissioning of the Science Center at Santiago
Canyon College

Total Proposed Amount:

\$39,400.00

Contract End Date:

12/31/2015

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

To:	Board of Trustees	Date: April 13, 2015
Re:	Approval of CMAS Contract #3-13-70-2428AA to Accuvant, Inc.	
Action:	Request for Approval	

BACKGROUND

On November 14, 2011, the Board of Trustees approved the usage of the California Multiple Award Schedule (CMAS) Contract #3-07-70-2428D to procure Aruba wireless networking equipment through Accuvant, Inc. This contract expired on January 31, 2013. In order to maintain optimal performance and meet the District's continuous need to maintain, strengthen and grow our wireless network in existing buildings and new construction, approval by the Board to utilize a new contract is required.

Accuvant was awarded CMAS Contract #3-13-70-2428AA for the purchase of Aruba wireless network equipment. To utilize this contract, Board approval is required.

ANALYSIS

After extensive review of the District's needs, comparing benefits and features of various equipment manufacturers and vendors and with the recommendation of the District's Technology Advisory Group, it was determined Aruba's wireless network equipment is in the best interest of the District. Wireless network equipment is installed in all academic buildings, faculty offices, some administration offices and common areas, as well as the parking lots including supporting coverage in the parking lots for the Video Surveillance System.

Continued procurement of the wireless network system is available through one of the District's long-standing procurement mechanisms, the California Multiple Award Schedule (CMAS). This contract will allow the District to purchase Aruba equipment on an as-needed basis including technical and troubleshooting support, software/hardware support and management solution support in accordance with the terms and conditions negotiated by the State of California. CMAS offers a wide-range of discounts from the manufacturer list price plus Accuvant provides an additional educational discount beyond the CMAS pricing.

Attached are excerpts related to CMAS Contract #3-13-70-2428AA. This contract meets all the state legal requirements for California community colleges to utilize and is good through March 16, 2018. The complete contract is available in the Purchasing Department for review.

RECOMMENDATION

It is recommended that the Board of Trustees approve the use of the California Multiple Awards Schedule Contract #3-13-70-2428AA and all future contract extensions, supplements and

modifications on an as-needed basis offered by Accuvant, Inc., as presented.

Fiscal Impact:	Unknown	Board Date: April 13, 2015
Prepared by:	Tracey Conner-Crabbe, Director of Purchasing Services Lee Krichmar, Assistant Vice Chancellor of Information Technology Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



State of California
MULTIPLE AWARD SCHEDULE
ACCUVANT, INC.

CONTRACT NUMBER:	3-13-70-2428AA
CMAS CONTRACT TERM:	8/28/2013 through 6/30/2018
CONTRACT CATEGORY:	Information Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	August 2010
MAXIMUM ORDER LIMIT:	\$500,000
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-35F-0308U
BASE SCHEDULE HOLDER:	BY LIGHT PROFESSIONAL IT SERVICES, INC.

This contract provides for the purchase and warranty of hardware and software, installation, maintenance, and software maintenance. (See page 2 for the specific brands and restrictions applicable to this contract.)

IMPORTANT NOTICE TO STATE AGENCIES REGARDING CLOUD COMPUTING SOLUTIONS

Cloud computing solutions are not allowed under the CMAS Program. One or more of the brands offered under this CMAS contract may be associated with a cloud application. It is incumbent upon both the CMAS supplier as well as the ordering agency to ensure that only non-cloud products are purchased under this contract.

The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions, products and/or services and pricing are included herein. All purchase orders issued under this contract incorporate the following Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated August 2010.

Agency non-compliance with the requirements of this contract may result in the loss of delegated authority to use the CMAS program.

Contractor non-compliance with the requirements of this contract may result in contract termination.

Stephanne Lim

Effective Date: **08/28/2013**

STEPHANNE LIM, Program Analyst, California Multiple Award Schedules Unit

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
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NOTICE: Products and/or services on this CMAS contract may be available on a Mandatory Statewide Contract (formerly Strategically Sourced Contract). If this is the case, the use of this CMAS contract is restricted unless the State agency has an approved exemption pursuant to MM 05-11, and as further explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website:

<http://www.documents.dgs.ca.gov/pd/contracts/contractinfo/existing.htm>. This requirement is not applicable to local government entities.

CMAS PRODUCT & SERVICE CODES

The CMAS Product & Service Codes listed below are for marketing purposes only. Review this CMAS contract and the base contract identified below for the products and/or services available on this contract.

BRAND-ARUBA NETWORKS
SOFTWARE-NETWORK

AVAILABLE PRODUCTS AND/OR SERVICES

Only products from the manufacturer(s) listed below are available within the scope of this contract:

ARUBA NETWORKS, INC.

The ordering agency must verify all products and/or services are currently available on the base GSA schedule at the GSA eLibrary. Access the GSA eLibrary at www.gsa.eLibrary.gsa.gov.

EXCLUDED PRODUCTS AND/OR SERVICES

CLOUD products and related services, software maintenance as a service, electronic commerce services, personal services, and public works services with a requirement for State contractor licensing are not available under this contract.

CMAS BASE CONTRACT

This CMAS contract is based on some or all of the products and/or services and prices from GSA Schedule No. GS-35F-0308U (BY LIGHT PROFESSIONAL IT SERVICES, INC.) with a GSA term of 03/17/2008 through 03/16/2018. The term of this CMAS contract incorporates an extension of three months beyond the expiration of the base GSA contract, and is shown in the "CMAS Term Dates" on page 1.

Replace "BY LIGHT PROFESSIONAL IT SERVICES, INC." with "ACCUVANT, INC." where "BY LIGHT PROFESSIONAL IT SERVICES, INC." is referenced in the federal GSA multiple award Contract Terms and Conditions.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be mailed to the following address, or faxed to (480) 201-5656:

ACCUVANT, INC.
1225 17TH STREET
DENVER, CO 80202
ATTN: CMAS ORDER PROCESSING

Agencies with questions regarding products and/or services may contact the contractor as follows:

Contact: Jeep Keyser
Phone: (480) 201-5656
E-mail: jkeyser@accuvant.com

CALIFORNIA SELLER'S PERMIT

Accuvant, Inc.'s California Seller's Permit No. is 100325182. Prior to placing an order with this company, agencies should verify that this permit is still valid at the following website: www.boe.ca.gov.

CONTRACT PRICES

The maximum prices allowed for the products and/or services available in this CMAS contract are those set forth in the base contract identified on page 2 of this contract.

The ordering agency is encouraged to seek prices lower than those on this CMAS contract. When responding to an agency's Request for Offer (RFO), the contractor can offer lower prices to be competitive.

AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual RFOs and purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this CMAS contract. The ARRA Supplemental Terms and Conditions can be accessed at www.documents.dgs.ca.gov/pd/pollproc/ARRATand%20C081009final.pdf.

WARRANTY

For warranties, see the federal GSA schedule and the CMAS Terms and Conditions, General Provisions, CMAS Warranty.

DELIVERY

30 days after receipt of order; or as negotiated between agency and contractor and included in the purchase order, or as otherwise stipulated in the contract.

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PURCHASING AUTHORITY DOLLAR THRESHOLD

No CMAS order may be executed by a State agency that exceeds that agency's CMAS purchasing authority threshold or the CMAS maximum order limit, whichever is less.

HOW TO USE CMAS CONTRACTS

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS contracts. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT) and the SCM, Volume 3, Chapter 6 (for IT):

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors at www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, select "Find a CMAS Contract".
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed
- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2 and 3, Chapter 3)
- This is not a bid transaction, so the small business preference, DVBE participation goals, protest language, Intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected contractor.
- For CMAS transactions under \$5,000 only one offer is required if the State agency can establish and document that the price is fair and reasonable.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this contract.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders (SAM 3572).

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited (SAM 4819.34).

MINIMUM ORDER LIMITATION

There is no minimum dollar value limitation on orders placed under this contract.

ORDERING PROCEDURES

1. Order Form

State agencies shall use a Contract/Delegation Purchase Order (Std. 65) for purchases and services.

Local governments shall, in lieu of the State's Purchase Order (Std. 65), use their own purchase order document.

Electronic copies of the State Standard Forms can be found at the Office of State Publishing website. The site provides information on the various forms and use with the Adobe Acrobat Reader. Beyond the Reader capabilities, Adobe Acrobat advanced features may be utilized if you have Adobe Business Tools or Adobe Acrobat 4.0 installed on your computer. Direct link to the Standard Form 65: www.dgs.ca.gov/osp/Programs/FormsManagementCenter/FillPrintList.aspx

2. Purchase Orders

State and Local Government agencies are required to send a copy of each CMAS purchase order to:

Department of General Services
Procurement Division, Data Management Unit
PO Box 989052, MS #2-203
West Sacramento, CA 95798-9052
(or via Interagency Mail Service #Z-1)

The agency is required to complete and distribute the order form. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.

The contractor must immediately reject orders that are not accurate. Discrepancies are to be negotiated and incorporated into the order prior to the products and services being delivered.

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3. Service and Delivery after Contract Expiration

The purchase order must be issued before the CMAS contract end term expires. However, delivery of the products or completion of the services may be after the contract end term expires (unless otherwise specifically stated in the contract), but must be as provided for in the contract and as specified in the purchase order.

4. Multiple Contracts on STD. 65 Order Form

Agencies may include multiple CMAS contracts from the same contractor on a single Std. 65 Contract/Delegation Purchase Order. For guidelines, see the SCM, Volumes 2 & 3, Chapter 6.B4.1.

5. Amendments to Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS contract has expired.

The SCM, Volumes 2 & 3, Chapter 6.A5.0 provides the following direction regarding amendments to all types of CMAS purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 as follows:

If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended. This only applies to the first amendment. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

Also, see the SCM, Volumes 2 & 3, Chapter 8, Topic 6, for more information on amending purchase orders.

CONTRACTOR OWNERSHIP INFORMATION

Accuvant, Inc. is a large business enterprise.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS contracts [GC Section 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

The following website lists CMAS Small Business and Disabled Veteran Partners:
www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx
then select "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.

See the current fees in the DGS Price Book at:
www.dgs.ca.gov/ofs/Resources/Pricebook.aspx

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the Contractor subcontracts a commercially useful function to a certified small business or DVBE. The Contractor will provide the ordering agency with the name of the small business or DVBE used and the dollar amount the ordering agency can apply towards its small business or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the Contractor to each small business or DVBE.
2. The Contractor will provide an ordering agency with the following information at the time the order is quoted:
 - a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - b. The Contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:
 - List the name of each company that is certified by the Office of Small Business and DVBE Certification that it intends to subcontract a commercially useful function to; and
 - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and

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- Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
 - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

SPECIAL MANUFACTURED GOODS

Any contract for goods to be manufactured by the contractor specifically for the State and not suitable for sale to others may require progress payments.

For Non-IT goods contracts, see the CMAS contract Non-IT Commodities Terms & Conditions, Provision 89, Progress Payments.

PRODUCT INSTALLATION

The contractor is fully responsible for all installation services performed under the CMAS contract. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications.

The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project.

TRADE-IN EQUIPMENT

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to SAM 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Std. 152, must be submitted for approval prior to disposition of any State-owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

INTEGRATED SERVICES

Agencies are prohibited from using CMAS and/or Masters for large-scale information technology system integration projects except when specifically approved by Procurement Division-Technology Acquisitions Section.

ELECTRONIC WASTE RECYCLING

The Electronic Waste Recycling Act of 2003 requires retailers to collect a recycling fee from consumers on covered electronic devices starting January 1, 2005. California Public Resources Code, Section 42463(f) defines a "covered electronic device" as a video display device containing a screen greater than four inches measured diagonally. See the code identified above for more information and exceptions to this definition.

The Integrated Waste Management Board is implementing this new legislation, and the Board of Equalization is responsible for collecting these recycling fees from retailers. See the following two websites for more information on this topic:

www.ciwmb.ca.gov/Electronics/Act2003/

www.boe.ca.gov/sptaxprog/ewaste.htm

The electronic waste recycling fee must be shown as a line item on the agency purchase order before the Contractor can include it on their invoice.

OPEN MARKET/INCIDENTAL, NON-SCHEDULE ITEMS

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision. If the NSP provision is not included in the schedule, or the products and/or services required do not qualify under the parameters of the NSP provision, the products and/or services must be procured separate from CMAS.

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STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS contracts is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this contract available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

UPDATES AND/OR CHANGES

A CMAS amendment is not required for updates and/or changes once the update and/or change becomes effective for the federal GSA schedule, except as follows:

- A CMAS amendment is required when the contract is based on products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.
- A CMAS amendment is required for changes to contracts that require California Prison Industry Authority (CALPIA) approval.

A CMAS amendment is required to update and/or change terms and conditions and/or products and services based on a non-federal GSA multiple award contract.

SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS

Instructions, or terms and conditions that appear in the Special Items or other provisions of the federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the U.S. Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions shall prevail if there is a conflict between the terms and conditions of the contractor's federal GSA, (or other multiple award contract), packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. THE USE OF CMAS DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS contracts. Nonetheless, there is no guarantee that every possible requirement that pertains to all the different and unique State processes has been included.

STATEWIDE PROCUREMENT REQUIREMENTS

Agencies must carefully review and adhere to all statewide procurement requirements in the SCM, Volumes 2 and 3, such as:

- Automated Accounting System requirements of State Administrative Manual (SAM) Section 7260-62
- Productive Use Requirements, per the SCM, Volume 3, Chapter 2, Section 2.B6.2.
- SAM Sections 4819.41 and 4832 certifications for information technology procurements and compliance with policies.
- Services may not be paid for in advance.
- Agencies are required to file with the Department of Fair Employment and Housing (DFEH) a Contract Award Report Std. 16 for each order over \$5,000 within 10 days of award, including supplements that exceed \$5,000.
- Pursuant to Public Contract Code Section 10359 State agencies are to report all Consulting Services Contract activity for the preceding fiscal year to DGS and the six legislative committees and individuals that are listed on the annual memorandum from DGS.
- Pursuant to Unemployment Insurance Code Section 1088.8, State and local government agencies must report to the Employment Development Department (EDD) all payments for services that equal \$800 or more to independent sole proprietor contractors. See the Contractor's Std. 204, Payee Data Record, to determine sole proprietorship. For inquiries regarding this subject, contact EDD at (916) 651-6945 for technical questions or (888) 745-3886 for information and forms.
- Annual small business and disabled veteran reports.

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- Post evaluation reports. Public Contract Code 10369 requires State agencies to prepare post evaluations on form Std. 4 for all completed non-IT consulting services contracts of more than \$5,000. Copies of negative evaluations for non-IT consulting services only must be sent to the DGS, Office of Legal Services. The Bureau of State Audits requires State agencies annually to certify compliance with these requirements.

ETHNICITY/RACE/GENDER REPORTING REQUIREMENT

Effective January 1, 2007, in accordance with Public Contract Code 10111, State agencies are to capture information on ethnicity, race, and gender of business owners (not subcontractors) for all awarded contracts, including CAL-Card transactions. Each department is required to independently report this information to the Governor and the Legislature on an annual basis.

Agencies are responsible for developing their own guidelines and forms for collecting and reporting this information.

Contractor participation is voluntary.

PAYMENTS AND INVOICES

1. Payment Terms

Payment terms for this contract are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

2. Payee Data Record (Std. 204)

Each State accounting office must have a copy of the Contractor's Payee Data Record (Std. 204) in order to process payment of invoices. Contractors are required to provide a copy of their Std. 204 upon request from an agency customer. Agencies should forward a copy of the Std. 204 to their accounting office. Without the Std. 204, payment may be unnecessarily delayed.

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS contracts. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

See the current administrative fees in the DGS Price Book at:
www.dgs.ca.gov/ofs/Resources/Pricebook.aspx.

Orders from Local Government Agencies:

Effective for CMAS orders dated 1/1/2010 or later, CMAS contractors, who are not California certified small businesses, are required to remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

4. Contractor Invoices

Unless otherwise stipulated, the contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- Contract number
- Agency purchase order number
- Agency Bill Code
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS contract, purchase order and invoice must match or the State Controller's Office will not approve payment.

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 - 11263 and 11019).

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It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription, may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

Accuvant, inc. accepts the State of California credit card (CAL-Card).

A Purchasing Authority Purchase Order (Std. 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card. Also, the DGS administrative fee is applicable for all CMAS orders to suppliers not California certified as a small business.

7. Lease/Purchase Analysis

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (SAM 3700). Approval by the Department of General Services is not required.

8. Leasing

Except for Federal Lease to Own Purchase (LTOP) and hardware rental provisions with no residual value owed at end term (\$1 residual value is acceptable), Federal GSA Lease provisions are NOT available through CMAS because the rates and contract terms and conditions are not acceptable or applicable to the State.

SEAT Management financing options are NOT available through this contract.

As an alternative, agencies may consider financing through the State's financial marketplace GS \$Mart™. All terms and conditions and lenders are pre-approved for easy financing. The GS \$Mart™ Internet address is www.dgs.ca.gov/pd/programs/statefinancialmarketplace.aspx. Buyers may contact the GS \$Mart™ Administrator, Pat Mullen by phone at (916) 375-4617 or via e-mail at pat.mullen@dgs.ca.gov for further information.

9. Training Vouchers

It is acceptable to purchase training vouchers in advance of the training being performed as long as the contractor does not invoice, and the State does not pay for the training services in advance of using the vouchers.

CONTRACTOR QUARTERLY REPORT PROCESS

Contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit. See Attachment B for a copy of this form and instructions. This report shall be mailed to:

Department of General Services
Procurement Division – CMAS Unit
Attention: Quarterly Report Processing
PO Box 989052, MS #2-202
West Sacramento, CA 95798-9052

Reports that include checks for incentive fees or that exceed a total of 5 pages must be mailed and shall not be faxed or e-mailed. All other reports may be faxed or e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit Fax Number: (916) 375-4663
CMAS Unit E-Mail: cmas@dgs.ca.gov

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, and then select "For Suppliers/Contractors".

Important things to remember regarding CMAS Quarterly Business Activity Reports (referred to as "reports" below):

- A report is required for each CMAS contract each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS contract.
- Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- Contractors must report the sales activity for all resellers listed on their CMAS contract.
- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the contractor for corrections.
- Taxes and freight must not be included in the report.
- For CMAS orders dated 1/1/2010 or later, contractors are no longer required to attach copies of purchase orders to their reports. This changed requirement will begin on Q1-2010 reports, which are due 4/15/2010.
- For CMAS orders dated 1/1/2010 or later, contractors who are not California certified small businesses must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below). This new requirement will start on Q1-2010 reports, which are due 4/15/2010.

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- New contracts, contract renewals or extensions, and contract modifications will be approved only if the contractor has submitted all required quarterly reports and incentive fees.

CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

Quarter 1	Jan 1 to Mar 31	Due Apr 15
Quarter 2	Apr 1 to Jun 30	Due Jul 15
Quarter 3	Jul 1 to Sep 30	Due Oct 15
Quarter 4	Oct 1 to Dec 31	Due Jan 15

CONTRACTOR QUARTERLY INCENTIVE FEES

CMAS contractors who are not California certified small businesses must remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

CMAS contractors cannot charge local government agencies an additional 1% charge on a separate line item to cover the incentive fee. The contractor must include the 1% incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable GSA prices.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

CONTRACTOR PROVIDES COPY OF THE CONTRACT AND SUPPLEMENTS

CMAS contractors are required to provide the entire contract that consists of the following:

- Cover pages with DGS logo and CMAS analyst's signature, and Ordering Instructions and Special Provisions.
- California CMAS Terms and Conditions.
- Federal GSA Terms and Conditions (unless otherwise stipulated in the CMAS contract).
- Federal GSA products, services, and price list (unless otherwise stipulated in the CMAS contract).
- Supplements, if applicable.

It is important for the agency to confirm that the required products, services, and prices are included in the contract and are at or below contract rates. To streamline substantiation that the needed items are in the contract, the agencies should ask the contractor to identify the specific pages from the contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

AGENCY RESPONSIBILITY

Agencies must contact contractors to obtain copies of the contracts and compare them for a best value purchasing decision.

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the attached CMAS Terms and Conditions, Conflict of Interest, for more information.

FEDERAL DEBARMENT

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the contractor before the purchase order is issued.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
ACCUVANT, INC.
CMAS NO. 3-13-70-2428AA**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 28, 1988 Federal Register (pages 19160-19211).

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

AMERICANS WITH DISABILITY ACT (ADA)

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER

Department of General Services
Procurement Division, CMAS Unit
707 Third Street, 2nd Floor, MS 202
West Sacramento, CA 95805-2811

Phone # (916) 375-4363
Fax # (916) 375-4663

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

To:	Board of Trustees	Date: April 13, 2015
Re:	Approval of Vendor Name Change	
Action:	Request for Approval	

BACKGROUND

On June 9, 2014, the Board of Trustees approved the award of charter bus services to Ryan's Express Motorcoach dba Ryan's Express for the transportation of students and staff to athletic events, field trips, university tours, etc.

On December 27, 2014, the company was acquired by Michelangelo Leasing, Inc. dba Ryan's Express. The Master Assignment and Bill of Sale is dated December 31, 2014 and was filed on January 5, 2015. The change in the company's structure and name does not change the existing terms and conditions of the contract.

ANALYSIS

In order to avoid interruption of student and staff charter bus services for the district, it is necessary to seek Board approval to change the vendor name to Michelangelo Leasing, Inc. dba Ryan's Express. The name change does not change the current services previously provided by Ryan's Express Motorcoach dba Ryan's Express.

RECOMMENDATION

It is recommended that the Board of Trustees approve the vendor Ryan's Express Motorcoach dba Ryan's Express name change to Michelangelo Leasing, Inc. dba Ryan's Express as presented.

Fiscal Impact:	N/A	Board Date: April 13, 2015
Prepared by:	Tracey Conner-Crabbe, Director of Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

MASTER ASSIGNMENT AND BILL OF SALE

This Master Assignment and Bill of Sale (the "Assignment") is dated for reference purposes as of December 31, 2014 to be effective as of the date of the Closing (as such term is defined in the APA described and defined below), by **INSOLVENCY SERVICES GROUP, INC.**, a California corporation, solely in its capacity as Assignee for the Benefit of Creditors of Seller (as defined below) (the "Assignor") in favor of **MICHELANGELO LEASING, INC.**, an Arizona Corporation, dba **DIVINE TRANSPORTATION** (including any designee, the "Assignee")

Factual Background

A. Reference is hereby made to that certain Asset Purchase Agreement (the "APA") dated to be effective as of December 27, 2014, by and between **RYAN'S HOLDINGS, INC.**, a Delaware corporation, **RYAN'S EXPRESS TRANSPORTATION SERVICES, INC.**, a Nevada corporation, **RYAN'S EXPRESS TRANSPORTATION, INC.**, a California corporation, **RYAN'S EXPRESS MOTORCOACH, INC.**, a California corporation, and **LSJ TRANSPORTATION, INC.**, a California corporation, together with any other related or affiliated entity involved in the transportation business referred to and operating under the trade name as "Ryan's Express" as the "Seller", and Assignee, as the "Buyer." Pursuant to the terms of the APA, Assignee is purchasing the Assets (as such term is defined in the APA) of Seller as of the Closing (as such term is defined in the APA) and is assuming liabilities of Seller, as described therein. The consideration for the transfer of the Assets is more fully set forth in the APA.

B. Assignor has acquired all of the Assets from Seller through an assignment for benefit of creditors pursuant to California Code of Civil Procedure sections 493.010 to 493.060, and sections 1800 to 1802, and Seller has assigned to Assignor all of Seller's rights and obligations under the APA.

C. Assignor desires to assign and transfer all of the Assets (as such term is defined in the APA) to Assignee as set forth herein.

Agreement

THEREFORE, for payment of the Purchase Price (as such term is described and defined in the APA) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. **Assignment Without recourse.** Assignor hereby assigns, conveys, and transfers to Assignee all of Assignor's right, title, interest, privilege, benefit, and remedies in, to, and under, to have and to hold the same unto Assignee, its successors and assigns forever, without recourse, all of the Assets (excluding the Excluded Assets as described and defined below). Without limiting the generality of the foregoing, the Assets include, without limitation, all of the following:

(a) All Vehicles, including all Vehicles listed on Schedule 1.01(a) attached hereto, and all documents of title thereto;

(b) All equipment leases listed on Schedule 1.01(b) attached hereto, and any and all security deposits and other refundable deposits related to such leases;

(c) All contracts listed on Schedule 1.01(c) attached hereto, and any and all deposits related to such contracts;

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- (d) All customer deposits listed on Schedule 1.01(d) attached hereto;
- (e) All real property leases listed on Schedule 1.01(e) attached hereto, and any and all security deposits and other refundable deposits related to such leases;
- (f) All goods;
- (g) All furniture, fixtures, and equipment, including, without limitation, all furniture, fixtures, and equipment listed on Schedule 1.01(f) attached hereto;
- (h) All inventory, including, without limitation, all inventory listed on Schedule 1.01(g) attached hereto;
- (i) All accounts receivable (as shown on the Closing Date Accounts Receivable Report), and all other accounts and other rights of Seller to the payment of money no matter how evidenced, including but not limited to any other receivables, contract rights, instruments, documents, promissory notes, chattel paper (whether tangible or electronic), letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), supporting obligations, including, without limitation, all accounts receivable listed on Schedule 1.01(h) attached hereto, excepting accounts that are specifically set forth below as Excluded Assets;
- (j) All computer hardware and software, including leases thereof and any and all security deposits and other refundable deposits related to such leases, specifically including all dispatch and accounting software as well as all embedded software and other software, and including, without limitation, all items listed on Schedule 1.01(i) attached hereto;
- (k) All patents and patent applications, invention disclosures, inventor's certificates, reexaminations, and reissues, including, without limitation, all items listed on Schedule 1.01(j) attached hereto;
- (l) All trademarks applications, trademark registrations, trade names, service marks, symbols, brand names, trade secrets, and domain names (including URL's and associated email addresses), including, without limitation, all items listed on Schedule 1.01(k) attached hereto;
- (m) All copyrights, copyright registrations, and licenses, including, without limitation, all items listed on Schedule 1.01(l) attached hereto;
- (n) All phone and fax numbers (including local numbers, toll free numbers, and cellular numbers), internet and telecommunication connection rights and contracts, all websites and source codes, marketing materials and marketing material source documents and files, including, without limitation, all items listed on Schedule 1.01(m) attached hereto;
- (o) All licenses, permits, and agreements of any kind or nature, including airport licenses, national park licenses and agreements, and local entity licenses and permits, and all rights in and to airport transponders;
- (p) All goodwill and know how;
- (q) All books, records (including but not limited to any computer-readable memory and any computer hardware or software (including embedded software) necessary to process such memory), logs,

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papers, files, location files, correspondence, reports, drawings, account information, customer lists and customer information, customer contact information and contact logs, and other business files and records;

(r) All other general intangibles and intellectual property of any kind used or useful in the operation of Seller's business, and all recorded data of any kind or nature (regardless of the medium of recording) including but not limited to all software, writings, plans, specifications, and schematics; and

(s) All software embedded within or used in connection with any of the Assets described above, all negotiable and nonnegotiable documents of title covering any of the Assets described above, all rights under contracts of insurance covering any of the Assets described above.

For purposes of this Assignment, "Excluded Assets" shall have the meaning set forth in the APA.

2. **Further Assurances; Without Expense to Assignor.** Assignor agrees that, from time to time and at no cost to or expense to Assignor, it will promptly execute and deliver to Assignee (or any third party, at the request of Assignee) all instruments and documents (collectively, "Transfer Documents," and each individually, a "Transfer Document"), and take all further action necessary or desirable, as Assignee may reasonably request to (i) complete the assignment and transfer of each of the Assets being assigned hereunder, (ii) enable Assignee to register any Assets that are vehicles in Assignee's (or its designee's) name, (iii) enable Assignee to register any Assets that are intellectual property to Assignee (or its designee), (iv) enable Assignee to obtain all licenses and permits necessary for the use or operation of the Assets, and (v) correct any defect, error, or omission which may be discovered in the contents, execution, or acknowledgment of this Assignment or any other Transfer Document. Such actions may include but not be limited to executing, authenticating, authorizing, acknowledging, delivering, procuring, and recording and/or filing such further documents, and doing such further acts as may be necessary, desirable, or proper to carry out the purposes of this Assignment. Assignor understands, acknowledges, and agrees that while this Assignment is intended as a master assignment of all Assets, Assignor has agreed to execute individual Transfer Documents for individual Assets or groups of Assets upon the request of Assignee. Assignee agrees to indemnify and hold Assignor harmless for, from, and against, any and all claims, demands, causes of action, losses, damages, liabilities, costs, and expenses (including reasonable attorney's fees and court costs), asserted against or incurred by Assignor at any time after the Closing by reason of or arising out of the actions of Assignee under or with respect to the Contracts being assigned hereunder, or Assignor's actions in obtaining of the Consents pursuant to this **Section 2.**

3. **Appointment.** Assignor hereby irrevocably constitutes and appoints Assignee, including any officer or agent of Assignee, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Assignor, or in Assignor's own name, to execute any such documents and to otherwise carry out the purposes of this Assignment with the same force and effect as if executed by Assignor, to the extent that Assignor's authorization above is not sufficient. To the extent not expressly prohibited by law, Assignor hereby ratifies and affirms all acts said attorneys-in-fact shall lawfully do by virtue hereof. This power of attorney is a power coupled with an interest and is therefore irrevocable.

4. **Representations and Warranties.** Assignor, solely as assignee for the benefit of creditors of Seller, represents, warrants and covenants to and for the benefit of Assignee that: (a) all of the Assets transferred by Seller to Assignor are being sold by Assignor and purchased by Assignee, (b) Assignor has not placed any encumbrances on any of the Assets. Except as expressly provided herein, Assignor makes no other warranties and representations of any kind or nature whatsoever, express or implied, including any

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warranties of merchantability or fitness for a particular purpose. The Assignee agrees that it shall have no recourse of any kind or nature against the Assignor in connection herewith.

5. Miscellaneous Provisions.

(a) Successors and Assigns. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding on Assignor and its successors and assigns.

(b) Severability; No Waiver. The invalidity or unenforceability of any one or more provisions of this Assignment in no way affects any other provision. Each waiver must be in writing, and no waiver shall be construed as a continuing waiver.

(c) Further Performance. Without expense to it, Assignor, whenever and as often as it shall be requested by Assignee, shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered such further instruments and documents and shall do any and all things as may be requested in order to carry out the intent and purpose of this Assignment.

(d) Recitals; Exhibits. The recitals set forth above in the "Factual Background" section of this Assignment are true, complete, accurate, and correct, and such recitals are incorporated hereby by reference; provided however that as to the Assignor only, that to the best of Assignor's knowledge without a duty to investigate such recitals are true, complete, accurate, and correct. The exhibits to this Assignment are incorporated hereby by reference.

(e) Attorneys' Fees. In any lawsuit, reference, or arbitration arising out of or relating to this Assignment, the prevailing party will be entitled to recover from each other party such sums as the court, referee or arbitrator adjudges to be reasonable attorneys' fees in the action, reference, or arbitration, in addition to costs and expenses otherwise allowed by law.

(f) Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of California, without regard to the choice of law rules of that State, except to the extent that any of such laws may now or hereafter be preempted by Federal law.

(g) Time is of the Essence. Time is of the essence in the performance of this Agreement, and each and every term thereof.

(h) Amendments. This Assignment may not be modified or amended except by a written agreement signed by the party against whom enforcement is sought.

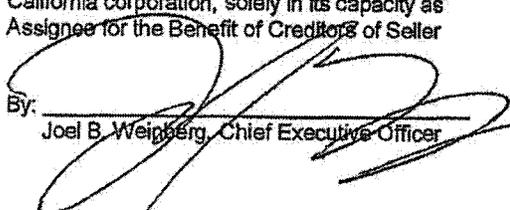
JBAW

*(Remainder of page intentionally left blank.
Signatory on the following pages.)*

IN WITNESS WHEREOF, Assignor has executed this Assignment in favor of Assignee as of the date first above written.

"ASSIGNOR"

INSOLVENCY SERVICES GROUP, INC. a
California corporation, solely in its capacity as
Assignee for the Benefit of Creditors of Seller

By: 
Joel B. Weisberg, Chief Executive Officer

Address for notices to Assignor:

Insolvency Services Group, Inc.
9107 Wilshire Blvd., Suite 800
Beverly Hills, CA 90210
Attention: Joel Weinberg

Address for notices to Assignee:

Michelangelo Leasing, Inc.
1243 South 7th Street
Phoenix, AZ 85034
Attention: Eugene Bronson

With a copy to:

Gilman Law Offices, P.C.
6520 N. 40th Place
Paradise Valley, Arizona 85253
Attention: Susan Gilman, Esq.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

On JANUARY 6th 2015 before me, Ada M. Deon, Notary Public
Date Here Insert Name and Title of the Officer

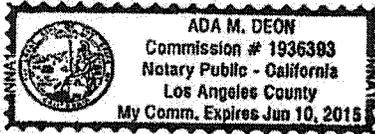
personally appeared Joel B. Weinberg on behalf of Insolvency Services
Name(s) of Signer(s)

Group, Inc. a California corporation as its Chief Executive Officer

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Ada M. Deon
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Member Assignment - Roll of Sales Document Date: January 6th 2015

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

PKW

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To: Board of Trustees	Date: April 13, 2015
Re: Approval of Resource Development Items	
Action: Request for Approval	

ANALYSIS

Items for the following categorical programs have been developed:

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
<p>1. Basic Skills Initiative (SAC) - Adjustment First Principal (P1) apportionment adjustment for Basic Skills Initiative funding from the California Community College Chancellor's Office to be used to implement program and curriculum development, professional development, articulation, assessment, counseling, tutoring, coordination, research and purchase of instructional materials directly related to the enhancement of basic skills in educational programs. (14/15). <i>No match required.</i></p> <p style="margin-left: 40px;">SAC – Advance Apportionment \$703,315 SAC – P1 Apportionment \$516,130 <i>Decreased by \$187,185</i></p>	03/23/15	-\$187,185
<p>2. Basic Skills Initiative (SSC) – Augmentation First Principal (P1) apportionment adjustment for Basic Skills Initiative funding from the California Community College Chancellor's Office to be used to implement program and curriculum development, professional development, articulation, assessment, counseling, tutoring, coordination, research and purchase of instructional materials directly related to the enhancement of basic skills in educational programs. (14/15). <i>No match required.</i></p> <p style="margin-left: 40px;">SCC – Advance Apportionment \$160,405 SCC – P1 Apportionment \$175,800 <i>Increased by \$15,395</i></p>	03/23/15	\$15,395

Fiscal Impact: \$450,123	Board Date: April 13, 2015
Prepared by: Pat Carpenter, Administrative Secretary, Resource Development	
Submitted by: Enrique Perez, J.D., Assistant Vice Chancellor or Educational Services	
Recommended by: Dr. Raúl Rodríguez, Chancellor	

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
3. NSF – Santiago Canyon College STEM Scholars Academy (SCC) Grant award from the National Science Foundation to provide scholarships to low-income STEM (science, technology, engineering, and mathematics) majors and STEM majors from underrepresented groups with a goal of increasing the number who attend full-time. (14/15 to 18/19). <i>No match required.</i>	03/11/15	\$621,913

RECOMMENDATION

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

Fiscal Impact:	\$450,123	Board Date: April 13, 2015
Prepared by:	Pat Carpenter, Administrative Secretary, Resource Development	
Submitted by:	Enrique Perez, J.D., Assistant Vice Chancellor or Educational Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

SPECIAL PROJECT DETAILED BUDGET #2101, #2102, #2103, #2104, #2105 and #2106
NAME: BASIC SKILLS INITIATIVE 14/15 - SANTA ANA COLLEGE (Credit)
FISCAL YEAR: 2014/2015 and 2015/2016

CONTRACT PERIOD: 7/1/2014 - 6/30/2016

PRJ. ADMIN. Omar Torres
 PRJ. DIR. Mary Huebsch
 Date: 04/02/2015

CONTRACT AWARD:

FY 2014-15 Adv. Apportionment \$253,194
 Recalculation (x 0.11111 factor) \$28,132
 Total Allocation \$281,326
 P1 Apportionment (Adj.) (\$74,874)
 Revised Total \$206,452
 Prime Sponsor: California Community Colleges Chancellor's Office
 Fiscal Agent: Rancho Santiago CCD
 Prime Award/Subaward #: N/A

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2101-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		88,526		57,652	30,874	
12-2101-499900-15051-5999	Special Project Holding Acct : Academic Affairs Off	88,526		57,652			30,874
	2101 - BSI 15-Prog/Curr Plan & Dev	88,526	88,526	57,652	57,652	30,874	30,874
12-2102-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		7,000		7,000	0	
12-2102-499900-15051-5999	Special Project Holding Acct : SAC Continuing Ed-In	7,000		7,000			0
	2102 - BSI 15-Student Assessment	7,000	7,000	7,000	7,000	0	0
12-2103-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		42,500		38,500	4,000	
12-2103-499900-15051-5999	Special Project Holding Acct : Academic Affairs Off	42,500		38,500			4,000
	2103 - BSI 15-Advisement/Counseling	42,500	42,500	38,500	38,500	4,000	4,000
12-2104-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		95,800		65,800	30,000	
12-2104-499900-15051-5999	Special Project Holding Acct : Academic Affairs Off	95,800		65,800			30,000
	2104 - BSI 15-Suppl Instr & Tutoring	95,800	95,800	65,800	65,800	30,000	30,000
12-2105-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		30,500		20,500	10,000	
12-2105-499900-15051-5999	Special Project Holding Acct : Academic Affairs Off	30,500		20,500			10,000
	2105 - BSI 15-Coordination/Research	30,500	30,500	20,500	20,500	10,000	10,000
12-2106-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		17,000		17,000	0	
12-2106-499900-15051-5999	Special Project Holding Acct : Academic Affairs Off	17,000		17,000			0
	2106 - BSI 15-Staff Development	17,000	17,000	17,000	17,000	0	0
	TOTAL - Basic Skills Initiative -2014/15 (SAC)	281,326	281,326	206,452	206,452	74,874	74,874

5.1 (3)

SPECIAL PROJECT DETAILED BUDGET #2101, #2102, #2103, #2104, #2105 and #2106
NAME: BASIC SKILLS INITIATIVE 14/15 - SANTA ANA COLLEGE (Non-Credit)
FISCAL YEAR: 2014/2015 and 2015/2016

CONTRACT PERIOD: 7/1/2014 - 6/30/2016

PRJ. ADMIN. James Kennedy

CONTRACT INCOME:

PRJ. DIR. Sergio Sotelo

FY 2014-15 Adv. Apportionment \$379,790

Date: 04/02/2015

Recalculation (x 0.11111 factor) \$42,199

Total Allocation \$421,989

P1 Apportionment (Adj.) **(\$112,311)**

Revised Total \$309,678

Prime Sponsor: California Community Colleges Chancellor's Office

Fiscal Agent: Rancho Santiago CCD

Prime Award/Subaward #: N/A

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2101-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		124,207		59,207	65,000	
12-2101-499900-18200-5999	Special Project Holding Acct : SAC Continuing Ed-In	124,207		59,207			65,000
	2101 - BSI 15-Prog/Curr Plan & Dev	124,207	124,207	59,207	59,207	65,000	65,000
12-2102-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		4,500		4,500	0	
12-2102-499900-18200-5999	Special Project Holding Acct : SAC Continuing Ed-In	4,500		4,500			0
	2102 - BSI 15-Student Assessment	4,500	4,500	4,500	4,500	0	0
12-2103-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		101,432		81,432	20,000	
12-2103-499900-18200-5999	Special Project Holding Acct : SAC Continuing Ed-In	101,432		81,432			20,000
	2103 - BSI 15-Advisement/Counseling	101,432	101,432	81,432	81,432	20,000	20,000
12-2104-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		72,000		62,000	10,000	
12-2104-499900-18200-5999	Special Project Holding Acct : SAC Continuing Ed-In	72,000		62,000			10,000
	2104 - BSI 15-Suppl Instr & Tutoring	72,000	72,000	62,000	62,000	10,000	10,000
12-2105-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		83,000		73,000	10,000	
12-2105-499900-18200-5999	Special Project Holding Acct : SAC Continuing Ed-In	83,000		73,000			10,000
	2105 - BSI 15-Coordination/Research	83,000	83,000	73,000	73,000	10,000	10,000
12-2106-000000-10000-8629	Other Gen Categorical Apport : Santa Ana College		36,850		29,539	7,311	
12-2106-499900-18200-5999	Special Project Holding Acct : SAC Continuing Ed-In	36,850		29,539			7,311
	2106 - BSI 15-Staff Development	36,850	36,850	29,539	29,539	7,311	7,311
	TOTAL - Basic Skills Initiative -2014/15 (CEC)	421,989	421,989	309,678	309,678	112,311	112,311

5.1 (4)

SPECIAL PROJECT DETAILED BUDGET #2101, #2102, #2103, #2104, and #2106
NAME: BASIC SKILLS INITIATIVE 14/15 - SANTIAGO CANYON COLLEGE
FISCAL YEAR: 2014/2015 and 2015/2016

CONTRACT PERIOD: 7/1/2014 - 6/30/2016

PRJ. ADMIN. Aracely Mora

CONTRACT INCOME:

PRJ. DIR. Maureen Roe

FY 2014-15 Adv. Apportionment \$144,365

Date: 04/02/2015

Recalculation (x 0.11111 factor) \$16,040

Total Allocation \$160,405

P1 Apportionment (Adj.) \$15,395

Revised Total \$175,800

Prime Sponsor: Caifornia Community Colleges Chancellor's Office

Fiscal Agent: Rancho Santiago CCD

Prime Award/Subaward #: N/A

5.1 (5)

GL Account String	Description	Existing Budget		Revised Budget		Budget Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2101-000000-20000-8629	Other Gen Categorical Apport : Santiago Canyon Coll		86,205		86,205		0
12-2101-499900-25051-5999	Special Project Holding Acct : Academic Affairs Off	86,205		86,205		0	
	2101 - BSI 15-Prog/Curr Plan & Dev	86,205	86,205	86,205	86,205	0	0
12-2102-000000-20000-8629	Other Gen Categorical Apport : Santiago Canyon Coll		1,000		1,000		0
12-2102-499900-25051-5999	Special Project Holding Acct : Academic Affairs Off	1,000		1,000		0	
	2102 - BSI 15-Student Assessment	1,000	1,000	1,000	1,000	0	0
12-2103-000000-20000-8629	Other Gen Categorical Apport : Santiago Canyon Coll		25,200		25,200		0
12-2103-499900-25051-5999	Special Project Holding Acct : Academic Affairs Off	25,200		25,200		0	
	2103 - BSI 15-Advisement/Counseling	25,200	25,200	25,200	25,200	0	0
12-2104-000000-20000-8629	Other Gen Categorical Apport : Santiago Canyon Coll		45,000		45,000		0
12-2104-499900-25051-5999	Special Project Holding Acct : Academic Affairs Off	45,000		45,000		0	
	2104 - BSI 15-Suppl Instr & Tutoring	45,000	45,000	45,000	45,000	0	0
12-2106-000000-20000-8629	Other Gen Categorical Apport : Santiago Canyon Coll		3,000		18,395		15,395
12-2106-499900-25051-5999	Special Project Holding Acct : Academic Affairs Off	3,000		18,395		15,395	
	2106 - BSI 15-Staff Development	3,000	3,000	18,395	18,395	15,395	15,395
	TOTAL - Basic Skills Initiative -2014/15 (SCC)	160,405	160,405	175,800	175,800	15,395	15,395

SPECIAL PROJECT DETAILED BUDGET: #1xxx
NAME: NSF - Santiago Canyon College STEM Scholars Academy
FISCAL YEAR: 2014/15 to 2018/19

CONTRACT PERIOD: 03/15/2015 to 02/28/2019
 CONTRACT INCOME: \$621,913

PROJ. ADM.: Martin Stringer
 PROJ. DIR.: Jeffrey Wada

Prime Sponsor: National Science Foundation (NSF)
Fiscal Agent: RSCCD
CFDA #: 47.076; Prime Award #: DUE-1458337

Date: 04/02/15

GL Accounts	Description	Year 1		Year 2		Year 3		Year 4		TOTAL (4 years)	
		Debit	Credit	Debit	Credit	Debit	Credit	Debit	Credit	Debit	Credit
12-1xxx-000000-20000-8199	Other Federal Revenues : Santiago Canyon Colleg		21,348		28,647		28,647		21,532		100,174
12-1xxx-679000-20000-5865	Indirect Costs : Santiago Canyon College	4,669		6,267		6,267		4,710		21,913	
12-1xxx-619000-25162-1483	Beyond Contr - Reassigned Time : Biology	500		500		500		500		2,000	
12-1xxx-619000-25162-3115	STRS - Non-Instructional : Biology	47		47		47		47		188	
12-1xxx-619000-25162-3325	Medicare - Non-Instructional : Biology	7		7		7		7		28	
12-1xxx-619000-25162-3435	H & W - Retiree Fund Non-Inst : Biology	5		5		5		5		20	
12-1xxx-619000-25162-3515	SUI - Non-Instructional : Biology	1		1		1		1		4	
12-1xxx-619000-25162-3615	WCI - Non-Instructional : Biology	12		12		12		12		48	
12-1xxx-619000-25163-1483	Beyond Contr - Reassigned Time : Chemistry	3,500		3,500		3,500		3,500		14,000	
12-1xxx-619000-25163-3115	STRS - Non-Instructional : Chemistry	332		332		332		332		1,328	
12-1xxx-619000-25163-3325	Medicare - Non-Instructional : Chemistry	51		51		51		51		204	
12-1xxx-619000-25163-3435	H & W - Retiree Fund Non-Inst : Chemistry	35		35		35		35		140	
12-1xxx-619000-25163-3515	SUI - Non-Instructional : Chemistry	2		2		2		2		8	
12-1xxx-619000-25163-3615	WCI - Non-Instructional : Chemistry	84		84		84		84		336	
12-1xxx-632000-25163-5100	Contracted Services : Chemistry	6,521		6,521		6,521		6,524		26,087	
12-1xxx-619000-25168-1483	Beyond Contr - Reassigned Time : Physics	500		500		500		500		2,000	
12-1xxx-619000-25168-3115	STRS - Non-Instructional : Physics	47		47		47		47		188	
12-1xxx-619000-25168-3325	Medicare - Non-Instructional : Physics	7		7		7		7		28	
12-1xxx-619000-25168-3435	H & W - Retiree Fund Non-Inst : Physics	5		5		5		5		20	
12-1xxx-619000-25168-3515	SUI - Non-Instructional : Physics	1		1		1		1		4	
12-1xxx-619000-25168-3615	WCI - Non-Instructional : Physics	12		12		12		12		48	
12-1xxx-631000-29325-1483	Beyond Contr - Reassigned Time : Counseling	500		500		500		500		2,000	
12-1xxx-631000-29325-2320	Classified Employees - Hourly : Counseling	4,176		9,548		9,548		4,312		27,584	
12-1xxx-631000-29325-3115	STRS - Non-Instructional : Counseling	47		47		47		47		188	
12-1xxx-631000-29325-3325	Medicare - Non-Instructional : Counseling	68		146		146		70		430	
12-1xxx-631000-29325-3335	PARS - Non-Instructional : Counseling	55		124		124		56		359	
12-1xxx-631000-29325-3435	H & W - Retiree Fund Non-Inst : Counseling	48		100		100		48		296	
12-1xxx-631000-29325-3515	SUI - Non-Instructional : Counseling	3		5		5		2		15	
12-1xxx-631000-29325-3615	WCI - Non-Instructional : Counseling	113		241		241		115		710	
74-1xxx-000000-20000-8199	Other Federal Revenues : Santiago Canyon Colleg		90,000		170,869		170,870		90,000		521,739
74-1xxx-732000-2xxxx-7590	Student Scholarships	90,000		170,869		170,870		90,000		521,739	
TOTAL - NSF S-STEM		111,348	111,348	199,516	199,516	199,517	199,517	111,532	111,532	621,913	621,913

5.1 (6)



DATE: February 26, 2015

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

FROM: Thuy Thi Nguyen, Interim President/CEO

SUBJECT: CCCT BOARD ELECTION — 2015

Pursuant to the CCCT Board Governing Policies, the election of members of the CCCT board of the League will take place between March 10 and April 25. This year there are seven (7) seats up for re-election on the board; one of those seven is a vacancy created by a board member that was not re-elected at the district level in November.

Each community college district governing board shall have one vote for each of the seven seats 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 a three-year term.

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 of January 26, 2015. An official ballot for the election is also enclosed in this mailing to each community college district governing board, as well as copies of the statement of candidacy and biographic sketch form of each of the candidates. Candidates' statements and bios will also be available on the League's website (www.ccleague.org).

Please remember that:

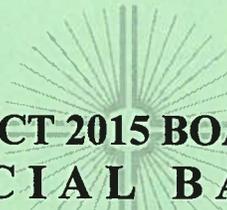
- 1) ballots must be signed by the board secretary and board president or vice-president and also include the name of the district; and***
- 2) ballot return envelopes must have no identifying information or signatures.***

Although it is not required, you may want to send your ballots via certified mail as we will not have the ability to confirm receipt. Official ballots must be signed and returned to the CCCT Elections Committee, League office, with a USPS **postmarked no later than April 25**. A self-addressed return envelope is enclosed for your convenience. Faxed ballots will **not** be accepted. The ballots will be opened and counted by three tellers appointed by the CCCT board president and the results announced at the CCCT Annual Conference, May 1-3 in Monterey.

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

Attachments:

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



**CCCT 2015 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 January 26, 2015 random drawing.

- *Ann H. Ransford, Glendale CCD
- *Janet Chaniot, Mendocino-Lake CCD
- Richard Watters, Ohlone CCD
- *Bernard "Bee Jay" Jones, Allan Hancock CCD
- Don Edgar, Sonoma County CCD
- Brent Hastey, Yuba CCD
- Janet Green, Riverside CCD
- Bill Freeman, Hartnell CCD
- *Doug Otto, Long Beach CCD
- *M. Tony Ontiveros, North Orange County CCD

WRITE-IN CANDIDATES

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

* Incumbent

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

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

District: _____

Secretary of the Board

President or Vice President of the Board

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC

April 13, 2015

MANAGEMENT

Appointment

Alonzo, Joseph
Director, Special Programs
Student Services
Santiago Canyon College
Effective: April 20, 2015
Salary Placement: H-1 \$79,200.69/Year
(Requisition #CL15-0631)

Nguyen, Tuyen
Assistant Dean, Admissions/Records
Enrollment & Support Services
Santiago Canyon College
Effective: March 19, 2015
Salary Placement: E-2 \$100,791.76/Year
(Requisition #AC15-0447)

Rizvi, Syed
Dean, Enrollment & Student
Support Services
Student Services
Santiago Canyon College
Effective: March 19, 2015
Salary Placement: B-5 \$144,525.90/Year
(Requisition #AC15-0446)

Change of Assignment

Liang, Mark
Dean, Enrollment & Student
Support Services
Student Services
Santa Ana College
Effective: March 25, 2015
Salary Placement: B-3 \$133,636.27/Year
(Reorganization #897)

Adjusted Hourly Rate for Interim Assignment

Pacheco, Manuel
District Safety & Security Supervisor
Santiago Canyon College
Effective: February 9 – June 30, 2015
From: H-1 \$37.93/Hour
To: M-1 \$29.29/Hour

Ratification of Resignation/Retirement

Finch, John
Assistant Dean
Criminal Justice
Human Services & Technology Division
Santa Ana College
Effective: April 15, 2015
(Last Day in Paid Status)
Reason: Retirement

FACULTY

FARSCCD Part-time/Hourly Step Increases/Attachment #1

Permission to Accept Outside Assignment

Barembaum, Morrie – To for the Accrediting Commission for Community & Junior Colleges (ACCJC) to serve as a member of the team that will conduct an external evaluation visit for Napa Valley College from September 28 – October 1, 2015; and, to attend a mandatory workshop on September 25, 2015 in Los Angeles.

Appointment

Danova, Veselka
Assistant Professor, Math
Math & Science Division
Santiago Canyon College
Effective: August 17, 2015
Tentative Salary Placement: II-3 \$58,029.41/Year
(Requisition #AC15-0409)

Hiring of Temporary Employee per E.C. 87470

Chaidez, Maria
Assistant Professor/Counselor
Counseling & Student Support
Services Division
Santiago Canyon College
Effective: April 13 – June 30, 2015
Tentative Salary Placement: II-3 \$63,666.83/Year
(Requisition #AC14-0402)

Hiring of Temporary Long-term Substitutes per E.C. 87481 & 87482

Dumon, Dori
Long-term Sub Instructor, Business
Applications & Technology
Business Division
Santa Ana College
Effective: March 2 – June 6, 2015
Lecture Rate: II-5 \$62.60/Hour

Seitz, Carol
Long-term Sub Instructor, Medical Assisting
Health Science & Nursing
Science, Math, & Health Science Division
Santa Ana College
Effective: February 2 – June 6, 2015
Lecture Rate: I-5 \$59.62/Hour

Sung, Linda
Long-term Sub Instructor, Accounting
Business Division
Santa Ana College
Effective: February 9 – June 6, 2015
Lecture Rate: III-5 \$65.73/Hour

FACULTY (CONT'D)

Stipend

Salinas, Keo
Master Teacher
SAC Early Childhood Education Center
Child Development Services
District Office

Effective: April 1, 2015
Stipend: \$300/Month
Reason: Assistant Director Assignment

2015/2016 Sabbatical Leaves of Absence

Argo, Rosemarie
Professor, Kinesiology
Fire Technology
Human Services & Technology Division
Santa Ana College

Effective: August 17, 2015 – June 4, 2016
Reason: Academic Study/Independent
Research/Professional Growth
Salary Placement: VI-C \$112, 215.37/Year
(To Be Prorated @ 80%)

Frias, Rodolfo
Counselor
Continuing Education Division
Santiago Canyon College

Effective: August 17, 2015 – June 4, 2016
Reason: Academic Study/Professional Growth
Salary Placement: VII-B \$122,056.79/Year
(To Be Prorated @ 80%)

Lamourelle, Regina
Professor, Human Development
Business & Career Technical
Education Division
Santiago Canyon College

Effective: August 17, 2015 – June 4, 2016
Reason: Academic Study/Independent
Research/Professional Growth
Salary Placement: VII-B \$111, 249.08/Year
(To Be Prorated @ 80%)

Scott, Randy
Professor, Math
Math & Science Division
Santiago Canyon College

Effective: August 17, 2015 – June 4, 2016
Reason: Travel/Professional Growth
Salary Placement: VI-A \$104,744.70/Year
(To Be Prorated @ 80%)

Leave of Absence

Montiel-Childress, Dena
Professor, Business Applications &
Technology Division
Business Division
Santa Ana College

Effective: April 15 – June 5, 2015
Reason: FMLA-Reduced Leave Schedule

Ratification of Resignation/Retirement

Pugh, James
Professor, Human Development
Human Services & Technology Division
Santa Ana College

Effective: June 5, 2015
(Last Day in Paid Status)
Reason: Retirement

FACULTY (CONT'D)

Ratification of Resignation/Retirement (cont'd)

Wright, Sharon
Counselor
Counseling & Student Support
Services Division
Santiago Canyon College

Effective: June 5, 2015
(Last Day in Paid Status)
Reason: Retirement

Part-time Hourly New Hires/Rehires

Fakhri Ravari, Saeed
Instructor, Vocational/Computer Science/IEP
Continuing Education Division (OEC)
Santiago Canyon College

Effective: March 25, 2015
Hourly Lecture Rate: II-2 \$43.90

Gielish, Troy E
Instructor, Criminal Justice
Human Services & Technology Division
Santa Ana College

Effective: March 31, 2015
Hourly Lecture Rate: I-5 \$59.62

Goodwin, Daniel B.
Instructor, Fire Technology
Human Services & Technology Division
Santa Ana College

Effective: April 13, 2015
Hourly Lecture Rate: I-3 \$54.08

Heasley, Beverly B.
Instructor, Vocational/Business Skills
Continuing Education Division (CEC)
Santa Ana College

Effective: March 23, 2015
Hourly Lecture Rate: II-2 \$43.90

Low, Marianne P.
Instructor, Vocational/Business Skills
Continuing Education Division (CEC)
Santa Ana College

Effective: March 23, 2015
Hourly Lecture Rate: I-4 \$45.00

Melby, Paul J
Instructor, Public Works
Business & Career Technical Education Division
Santiago Canyon College

Effective: April 27, 2015
Hourly Lecture Rate: I-3 \$54.08

Montalbetti de Perez, Laura E.
Substitute Teacher
Child Development and
Educational Services Division
District Operations

Effective: March 23, 2015
Hourly Lecture Rate: II-1 \$17.50

FACULTY (CONT'D)

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

Singh, Gita T.
Instructor, Vocational/Business Skills
Continuing Education Division (CEC)
Santa Ana College

Effective: March 23, 2015
Hourly Lecture Rate: I-2 \$42.83

Non-paid Instructors of Record

Brierley, Michael K.
Instructor, Apprenticeship (equivalency)
/Operating Engineers
Business & Career Technical Education Division
Santiago Canyon College

Effective: April 13, 2015

Hoff, Aaron Thomas
Instructor, Fire Technology/Lifeguard (equivalency)
California Department Parks & Recreation
Human Services & Technology Division
Santa Ana College

Effective: March 24, 2015

Kennedy, Jeffrey Scott
Instructor, Fire Technology/Lifeguard (equivalency)
California Department Parks & Recreation
Human Services & Technology Division
Santa Ana College

Effective: March 24, 2015

Pflepsen, Waldemar J.
Instructor, Fire Technology/Lifeguard (equivalency)
California Department Parks & Recreation
Human Services & Technology Division
Santa Ana College

Effective: March 24, 2015

Turner, Jay C
Instructor, Apprenticeship/Operating Engineers (equivalency)
Business & Career Technical Education Division
Santiago Canyon College

Effective: April 13, 2015

Non-paid Intern Service

Seneviratne, Anushi
Human Development Intern
Human Services & Technology Division
Santa Ana College

Effective: April 14, 2015
College Affiliation: Pacific Oaks
Discipline: Early Childhood

FARSCCD PART TIME/HOURLY STEP INCREASES
EFFECTIVE 02/09/15

ATTACHMENT #1

LAST NAME	FIRST NAME	LOC	GRADE	OLD STEP	OLD LAB RATE	OLD LEC RATE	NEW STEP	NEW LAB RATE	NEW LEC RATE
Anderson	Richard	SAC	2	3	\$47.86	\$56.31	4	\$53.67	\$59.62
Arrieta	Jose	SCC	2	3	\$47.86	\$56.31	4	\$53.67	\$59.62
Avalos	Ronald	SAC	2	3	\$47.86	\$56.31	4	\$53.67	\$59.62
Babajide	Rasaq	SCC	2	3	\$47.86	\$56.31	4	\$53.67	\$59.62
Barrett	Deborah	SCC	3	3	\$50.26	\$59.12	4	\$56.35	\$62.60
Boada	Miriam	SAC	2	3	\$47.86	\$56.31	4	\$53.67	\$59.62
Bradley	Michael	SAC	2	3	\$47.86	\$56.31	4	\$53.67	\$59.62
Burch	Laura	SAC	2	3	\$47.86	\$56.31	4	\$53.67	\$59.62
Burk	Raymond	SCC	1	3	\$45.58	\$53.63	4	\$51.11	\$56.79
Burkhard	Khanh	SAC	2	3	\$47.86	\$56.31	4	\$53.67	\$59.62
Carter	Kendell	SAC	2	3	\$47.86	\$56.31	4	\$53.67	\$59.62
Chaves	Tiffany	SCC	2	3	\$47.86	\$56.31	4	\$53.67	\$59.62
Chroman	Lauren	SAC	2	3	\$47.86	\$56.31	4	\$53.67	\$59.62
Dimick	Janae	SAC	3	3	\$50.26	\$59.12	4	\$56.35	\$62.60
Fosmire	Edward	SAC	3	4	\$52.77	\$62.08	5	\$59.16	\$65.73
Friedman	Katie	SAC	2	3	\$47.86	\$56.31	4	\$53.67	\$59.62
George	Sarah	SCC	2	3	\$47.86	\$56.31	4	\$53.67	\$59.62
Gonis	Andrew	SAC	2	3	\$47.86	\$56.31	4	\$53.67	\$59.62
Ito	Manami	SAC	2	4	\$50.26	\$59.12	5	\$56.35	\$62.60
Jasieniecki	Carol	SCC	2	3	\$47.86	\$56.31	4	\$53.67	\$59.62
Kalamian	Jenifer	SCC	2	3	\$47.86	\$56.31	4	\$53.67	\$59.62
Khong	San	SAC	3	3	\$50.26	\$59.12	4	\$56.35	\$62.60
Lui	Rachel	SAC	2	3	\$47.86	\$56.31	4	\$53.67	\$59.62
Lyons	Kelley	SCC	2	3	\$47.86	\$56.31	4	\$53.67	\$59.62
Malouf	Terri	SCC	2	4	\$50.26	\$59.12	5	\$56.35	\$62.60
Malsack	Dorothy	SAC	1	4	\$47.86	\$56.31	5	\$53.67	\$59.62
Moran	Maricela	SAC	3	4	\$52.77	\$62.08	5	\$59.16	\$65.73
Muniz	Edgar	SAC	2	3	\$47.86	\$56.31	4	\$53.67	\$59.62
Nguyen	Linda	SAC	2	3	\$47.86	\$56.31	4	\$53.67	\$59.62
Null	Christopher	SCC	3	3	\$50.26	\$59.12	4	\$56.35	\$62.60
Ochoa	Roxanna	SAC	1	3	\$45.58	\$53.63	4	\$51.11	\$56.79
Ortiz	Michael	SCC	1	3	\$45.58	\$53.63	4	\$51.11	\$56.79
Pavelek	Karin	SAC	2	3	\$47.86	\$56.31	4	\$53.67	\$59.62
Petrie	Caleb	SCC	4	3	\$56.35	\$62.60	4	\$59.16	\$65.73
Pratt	Cynthia	SAC	2	3	\$47.86	\$56.31	4	\$53.67	\$59.62
Quintero	Erica	SAC	2	3	\$47.86	\$56.31	4	\$53.67	\$59.62
Rodriguez	David	SCC	2	3	\$47.86	\$56.31	4	\$53.67	\$59.62
Satow	Jingfang	SAC	3	3	\$50.26	\$59.12	4	\$56.35	\$62.60
Smith	Harold	SAC	2	3	\$47.86	\$56.31	4	\$53.67	\$59.62
Smith	Timothy	SAC	3	3	\$50.26	\$59.12	4	\$56.35	\$62.60
Stansbury	DeAnna	SCC	3	3	\$50.26	\$59.12	4	\$56.35	\$62.60
Trinh	Thoa	SAC	2	3	\$47.86	\$56.31	4	\$53.67	\$59.62
Velasco	Ivan	SAC	2	3	\$47.86	\$56.31	4	\$53.67	\$59.62
Vu	Nhat	SCC	3	3	\$50.26	\$59.12	4	\$56.35	\$62.60
Williams	Dahlene	SAC	2	3	\$47.86	\$56.31	4	\$53.67	\$59.62
Woodson	Carrie	SCC	2	3	\$47.86	\$56.31	4	\$53.67	\$59.62
Wray	Melanie	SAC	2	3	\$47.86	\$56.31	4	\$53.67	\$59.62

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET

CLASSIFIED

APRIL 13, 2015

CLASSIFIEDProfessional Growth Increments

Nguyen, Thuy Huong Financial Aid Coordinator/ Financial Aid/ SAC	Effective: May 1, 2015 Grade 15, Step 6 + 7.5%L + 6PG (3000) \$76,677.15
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Palomares, Maria Custodian/ Admin. Services/ SAC	Effective: May 1, 2015 Grade 4, Step 6 + 2.5%L + 1PG (500) \$43,771.51
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Out of Class Assignment

Kvenbo, Vivian Distance Ed. Services Spec./ Academic Affairs/ SAC	Effective: 02/23/15 – 03/31/15 Grade 15, Step 2 + 5%L \$59,186.00
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Leung, Kristy Admissions & Records Specialist I/ School of Continuing Education/SAC	Effective: 04/14/15 – 12/31/15 Grade 6, Step 6 + 2.5% Bil + 7.5% L \$49,722.18
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Hourly On Going to Contract

Luzader, Christopher District Safety Officer/SAC/ District Safety (CL14-0610)	Effective: March 31, 2015 Grade 9, Step 1 \$39,882.63
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Change in Position

Contreras, Evangelina Instructional Center Tech./ Counseling/ SAC	Effective: February 23, 2015 From: 75% FTE To: 100% FTE (Reorg 875) Grade 7, Step 6 + 7.5%L + 2PG (1000) \$51,534.18
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Change in Position cont'd

Lordanich, Joseph District Safety Officer/District Safety From: SAC To: CEC	Effective: April 2, 2015 Grade 9, Step 2 \$41,902.47
Lozano, Laura From: Admissions Records Spec. I/ School of Continuing Education/SAC To: Admissions Records Spec. II/ Admissions/ SAC (CL14-0574)	Effective: April 14, 2015 Grade 8, Step 2 \$40,208.80
Martinez, Phillip District Safety Officer/ District Safety From: CEC To: SCC/Swing	Effective: January 4, 2015 Grade 9, Step 6 + 5%SW \$53,534.81
Nakagawa, Phyllis From: Account Clerk/ Fiscal Services/ District To: Special Projects Specialist/ Student Affairs/ SCC (CL14-0597)	Effective: April 13, 2015 Grade 11, Step1 + 2.5%L + 7PG (2000) \$46,634.61
Rivera, Frank From: Student Serv. Spec./Counseling/SCC To: HS Comm. Outreach Spec./Student Services/SCC (CL14-0614)	Effective: March 16, 2015 Grade 13, Step 1 \$48,238.03
Saavedra, Guadalupe Test Proctor/ Counseling /SAC	Effective: February 23, 2015 From: 75% FTE To: 100% FTE (Reorg 875) Grade 5, Step 6 + 10%L \$47,969.55

Leave of Absence

Hurtado, Alejandra Financial Aid Analyst/ SAC	Effective: 03/20/15 – 06/25/15 Reason: Maternity Leave
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Ratification of Resignation/Retirement

Unger, Leigh Admissions & Records Tech Specialist/ SCC	Effective: April 3, 2015 Reason: Resignation
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CLASSIFIED HOURLY

Out of Class Assignment

Benavidez, Judith Student Services Coordinator/ Counseling/ SAC	Effective: 03/24/15 – 06/30/15 19 Hours/Week School Session Grade 15, Step A \$25.72/Hour
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Leave of Absence

Bellis, Barbara Library Tech/ Library/ SCC	Effective: 07/20/15 – 07/31/15 08/17/15 – 08/21/15 10/05/15 – 10/09/15 11/23/15 – 11/27/15 12/21/15 – 01/08/16 06/06/16 – 06/10/16 Reason: NWD for 10 Month Contract
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Ratification of Resignation/Retirement

Woodmas, Erin General Office Clerk/ Science & Math/ SAC	Effective: March 30, 2015 Reason: Resignation
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TEMPORARY ASSIGNMENT

Manriquez, Raquel Student Trustee	Effective: 04/01/15 – 04/30/15
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Soberano, Hector Student Trustee	Effective: 05/01/15 – 05/31/15
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Cortez, Diana Student Services Specialist/ Student Services/ SAC	Effective: 04/14/15 – 06/30/15
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Felix, Jessica Student Services Specialist/ Counseling/ SAC	Effective: 04/14/15 – 06/30/15
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Flores, Ruby Student Services Coordinator/ Student Affairs/ SAC	Effective: 04/14/15 – 06/30/15
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Additional Hours for On Going Assignment cont'd

Serratos, Karina Instructional Assistant, School of Continuing Education/SAC	Effective: 03/02/15 – 06/30/15 Not to exceed 19 consecutive days in any given period.
Siebert, Kurt CDC Cook/Nutrition Specialist/ SAC	Effective: 03/20/15 – 06/30/15 Not to exceed 19 consecutive days in any given period.
Stukey, Shawna Instructional Assistant/ School of Continuing Education/SAC	Effective: 03/01/15 – 06/30/15 Not to exceed 19 consecutive days in any given period.
Zambrano, Wendy Admissions & Records Specialist I/ School of Continuing Education/SAC	Effective: 02/11/15 – 06/30/15 Not to exceed 19 consecutive days in any given period.

Substitute Assignments

Arroyo, Judy Administrative Secretary/ School of Continuing Education/SAC	Effective: 03/11/15 – 04/11/15
Do, Vinh Custodian/ Admin. Services/ SCC	Effective: 03/27/15 – 06/30/15
Ford, Michelle Intermediate Account Clerk/ Fiscal Services/ District	Effective: 04/15/15 – 06/30/15
Gonzalez, Amelia Instructional Assistant/ School of Continuing Education/SAC	Effective: 03/24/15 – 06/30/15
Khan, Khadija Student Program Specialist/ Scholarship Office/ SAC	Effective: 03/23/15 – 06/30/15
Melecio, Matsya Instructional Assistant/ School of Continuing Education/SAC	Effective: 03/10/15 – 06/30/15

COMMUNITY SERVICE PRESENTERS cont'd
Stipends Effective February 11 – March 10, 2015

Dominguez, Paciano	Amount: \$ 234.25
Dumon, Dori	Amount: \$ 160.00
Dutton, Don	Amount: \$ 455.00
Famolaro, Felix	Amount: \$ 720.00
Fischer Militaru, Mariana	Amount: \$ 647.00
Friebert, Martin	Amount: \$ 660.00
Goldman, Deborah	Amount: \$ 172.26
Greenspan, Frances	Amount: \$ 266.21
Hammonds, Elvin	Amount: \$ 705.00
Jackson, Michelle	Amount: \$ 317.72
Lazaris, Nick	Amount: \$ 164.00
Longobart, Rick	Amount: \$ 410.64
Munoz, Jayne	Amount: \$ 240.00
Nolasco, Jeffrey	Amount: \$ 360.00
O'Connell, Jalon	Amount: \$ 78.58
Rudd, James	Amount: \$ 6,023.20
Sobel, Barbara	Amount: \$ 51.51
Sobel, Barbara	Amount: \$ 72.04
Williams, Ronald	Amount: \$ 830.96

VOLUNTEERS

Schultz, Tiffany Effective: 04/14/15 – 06/30/15
Non Student Volunteer/ Student Services/
SCC

SANTA ANA COLLEGE
STUDENT ASSISTANT LIST

Amezcuca, Kevin	Effective: 03/02/15-06/30/15
Barahona Umana, Carmen Elena	Effective: 03/03/15-06/30/15
Chao, Jessica-Elaine	Effective: 03/02/15-06/30/15
De Leon, Veronica	Effective: 03/05/15-06/30/15
Garcia, Armando H	Effective: 03/09/15-06/30/15
Guzman, Kevin	Effective: 03/12/15-06/30/15
Guzman, Leslie	Effective: 03/02/15-06/30/15
Ibarra, Diana	Effective: 03/11/15-06/30/15
Lemus, Sarah Stephanie	Effective: 03/03/15-06/30/15
Leon, Jeanette	Effective: 03/11/15-06/30/15
Luu, Trang Dai	Effective: 03/11/15-06/30/15
Main Luu, Hai Quoc	Effective: 03/17/15-06/30/15
Napoles, David	Effective: 03/11/15-06/30/15
Pena Priego, Kelly Daysi	Effective: 03/11/15-06/30/15
Pham, Han Hong	Effective: 03/03/15-06/30/15
Reyes, Rigoberto	Effective: 02/26/15-06/30/15
Rincon, Vianney	Effective: 03/11/15-06/30/15
Rivera, Katia	Effective: 03/09/15-06/30/15
Rodriguez, Humberto De Jesus	Effective: 02/26/15-06/30/15
Rodriguez, Mileydy Rosa	Effective: 02/26/15-06/30/15
Ruiz, Michael Angelo	Effective: 03/11/15-06/30/15
Salgado, Martha Eugenia	Effective: 03/03/15-06/30/15
Soto, Daisy	Effective: 03/11/15-06/30/15
To, Lan Thi Ngoc	Effective: 03/04/15-06/30/15
Vazquez Fierros, Jose Jesus	Effective: 03/18/15-06/30/15

SANTIAGO CANYON COLLEGE
STUDENT ASSISTANT NEW HIRE LIST

Aragon, Adrian	Effective: 03/11/15 – 06/30/15
De Rosas, Angelica	Effective: 03/17/15 – 06/30/15
Gutierrez Garcia, Maria D.	Effective: 03/16/15 – 06/30/15
Hernandez Pateyro, Cesar	Effective: 03/26/15 – 06/30/15

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
(Human Resources)

To: Board of Trustees	Date: April 13, 2015
Re: Approval of Revised Cabinet Salary Schedule and Employment Agreements	
Action: Request for Action	

BACKGROUND

Since 2001, the employment agreements for the Chancellor's cabinet members have included a professional expense allowance. In 2005, this allowance has been listed on the cabinet salary schedule and has been subject to the same cost-of-living increases as the regular salary schedule. Until January 1, 2015, California State Teachers' Retirement System (CalSTRS) treated allowances of this nature as creditable compensation for retirement purposes.

CalSTRS is allowing districts that have these types of allowances in their employment agreements to restructure those employment agreements and salary schedules in order to include these allowances in base compensation. Unless a District elects to include these allowances in the regular salary schedule, the net effect will be a reduction in the creditable compensation for the employees who currently receive these allowances.

ANALYSIS

For the 2014-15 fiscal year, the annual professional expense allowance for each cabinet member was \$4,072.08. That amount has been added to each cell on the revised Cabinet Salary Schedule and the Professional Expense Allowance provision in the employment contract for each cabinet member has been eliminated. These proposed changes will be effective on January 1, 2015 and do not pose any additional fiscal impact to the District.

RECOMMENDATION

It is recommended that the Board approve the revised Cabinet Salary Schedule and employment agreements for the college presidents and vice chancellors, effective January 1, 2015.

Fiscal Impact: None	Board Date: April 13, 2015
Prepared by: John Didion, Executive Vice Chancellor, Human Res. & Ed. Services	
Submitted by: John Didion, Executive Vice Chancellor, Human Res. & Ed. Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

2014/2015 REVISED PERMANENT CABINET SALARY SCHEDULE
 Effective January 1, 2015

TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Exec. Vice Chancellor, IR & Educational Services	\$172,058.34	\$178,770.27	\$185,745.65	\$193,022.12	\$200,587.14	\$208,453.28	\$216,633.04
Vice Chancellor, Business Operations & Fiscal Services	\$172,058.34	\$178,770.27	\$185,745.65	\$193,022.12	\$200,587.14	\$208,453.28	\$216,633.04
President, Santa Ana College	\$172,058.34	\$178,770.27	\$185,745.65	\$193,022.12	\$200,587.14	\$208,453.28	\$216,633.04
President, Santiago Canyon College	\$172,058.34	\$178,770.27	\$185,745.65	\$193,022.12	\$200,587.14	\$208,453.28	\$216,633.04

ADDITIONAL COMPENSATION

Tax Sheltered Annuity: \$549.36 per month

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT**

1. **Parties.** The Rancho Santiago Community College District (“District”), on the one hand, and **John Didion** (“Administrator”), on the other hand, hereby enter into this Educational Administrator Employment Agreement (“Agreement”) pursuant to sub-section “a” of Section 72411 of the *Education Code*. District and Administrator are referred to herein individually as “Party” and collectively as “Parties.”

2. **Position.** District hereby employs Administrator in the position of **Executive Vice Chancellor, Human Resources and Educational Services** (“Position”). Administrator is an “academic employee” as defined in sub-section “a” of Section 87001 of the *Education Code*, is an “educational administrator” as defined in sub-section “b” of Section 87002 of the *Education Code*, and is a “management employee” as defined in sub-section “g” of Section 3540.1 of the *Government Code*.

3. **Term.** District agrees to employ Administrator, and Administrator agrees to serve in the Position, for the period commencing **January 1, 2015 and ending June 30, 2017**. If, prior to June 30 of any other year other than the last year of this Agreement the District does not send or deliver a written notice to Administrator that this Agreement shall not be extended for an additional year, then this Agreement automatically shall be extended for one more year. Any notice of non-reemployment in the position must be given by the District at least six (6) months in advance of the date of termination of this Agreement. If notice of non-reemployment is not given by the District at least six (6) months in advance of the date of termination of this Agreement, then the Agreement shall be extended for one (1) additional year pursuant to Education Code Section 72411(c).

4. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are incorporated into this Agreement.

5. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job description for the Position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or any supervising administrators. Administrator is expected to devote full efforts and energies to the Position. At any time during the term of this Agreement, the Board of Trustees may adopt or amend the job description for the Position. Administrator may undertake outside professional activities, including consulting, speaking, and writing, either with or without compensation, provided that such activities do not impair the effectiveness of Administrator or interfere with Administrator’s duties. In those cases in which Administrator engages in outside professional activities which generate compensation for services provided, Administrator shall utilize vacation days.

6. **Transfer, Reassignment, or Title Change.** The Chancellor, with the approval of the Board of Trustees, may transfer or reassign Administrator to any position within the District for which Administrator is qualified, and may change the title of the Position, during the term of this Agreement, but there shall be no loss of compensation by Administrator due to such discretionary transfer, reassignment, or title change.

7. **Salary.** District shall pay an annual salary to Administrator in the amount of **\$216,633.04** per academic year (July 1 through June 30), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Administrator during the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed or extended. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District. Administrator is an exempt employee and is not eligible for overtime pay or compensatory time off.

8. **Work Year.** Administrator is a full-time employee of the District with a work year of 12 months per year. Administrator is entitled to be absent during District-designated holidays.

9. **Health and Welfare Benefits.** District shall provide Administrator with the same health and welfare benefits as currently approved or as subsequently modified by the Board of Trustees for all District administrators.

10. **Vacation.** Administrator shall accrue two and one-quarter vacation days for each month of service. Administrator may not accumulate more than 54 days of unused vacation as of July 1 of any academic year.

11. **Leaves.** Administrator shall be entitled to leaves of absence as provided by law or Board Policy, as may be amended from time-to-time.

12. **Teaching Assignments.** Subject to Board approval, and presuming that Administrator meets minimum qualifications, Administrator may serve as an instructor in no more than one class per semester for additional compensation, provided that such teaching does not impair Administrator's service in the Position.

13. **Professional Meetings and Activities.** Prior approval by the Chancellor shall be obtained for Administrator to attend any meeting or activity related to Administrator's employment in the Position. The reasonable and necessary expenses of attendance by Administrator at such a meeting or activity shall be paid by District only if approved by the Chancellor and the Board of Trustees.

14. **Tax-Sheltered Annuity.** During each academic year (July 1 through June 30) during the term of this Agreement, District shall contribute **\$549.36** per month to a tax-sheltered annuity selected by Administrator. The amount of the annuity contribution may be adjusted periodically by District in conjunction with adjustments to the Cabinet Salary Schedule.

15. **Evaluation.** Administrator shall be evaluated in writing at any time by Administrator's immediate supervisor, pursuant to Board Policy and procedures, utilizing

established goals and objectives, self-assessments, the job description for the Position, and input from other employees.

16. **Retreat Rights.** If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Section 87458 of the *Education Code*. Administrator has the responsibility to present the necessary transcripts and materials to District pursuant to Board policy and procedures in order to maintain any current faculty service area or acquire faculty service areas.

17. **Return to Tenured Faculty Position.** If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 20 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement.

18. **Dismissal or Imposition of Penalties During the Term of this Agreement.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be dishonesty, insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, persistent or serious violation of law or of Board Policy or procedures, or any material and substantial breach of this Agreement. Administrator shall be entitled to due process protections as required by law.

19. **Dismissal or Imposition of Penalties During the Term of this Agreement If Tenured.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

20. **Resignation.** Administrator may resign from District employment at any time during the term of this Agreement upon 90 days prior written notice to the Board of Trustees, or upon a shorter period of time as may be approved by the Board of Trustees.

21. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 19 or 20 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18. Any cash settlement shall not include any other non-cash items except health benefits which may be continued for the same duration of time as covered in the settlement or until Administrator finds other employment, whichever comes first. If the unexpired term is greater than 18 months, then the maximum time for continued health benefits paid for by District shall be 18 months.

22. **Medical Examination.** Upon request of the Board of Trustees or the Chancellor, Administrator agrees to undergo a comprehensive physical and/or psychiatric examination to

determine if Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position. The costs of any such examination shall be paid for by District. A confidential written report regarding any such examination shall be filed with the Board of Trustees or the Chancellor indicating whether Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position.

23. **Severability.** If any provision of this Agreement is ruled to be contrary to law, all other provisions of this Agreement shall continue to remain in full force and effect.

24. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

25. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

26. **Mandatory Mediation and Arbitration.** Except as otherwise prohibited by law, the Parties agree that any dispute, claim, or controversy arising out of the Parties' employment relationship, including, but not limited to, alleged violations of federal, state, or local statutes, including those prohibiting harassment and discrimination, and any other claims, including alleged violations of any provisions of the *Education Code*, which cannot be resolved through informal and confidential discussions, shall be submitted to mediation, and if mediation if unsuccessful, to binding arbitration before a neutral Arbitrator. The mediator and any necessary Arbitrator shall be selected through Judicial Arbitration & Mediation Services/Endispute (JAMS). Attachment "A" to this Agreement sets forth the procedures to be utilized and is hereby incorporated by reference into this Agreement as if fully set forth within. The Parties agree that they have carefully read Attachment "A," knowingly agree to all of its contents, and knowingly agree to the covenant to mediate and arbitrate all employment disputes contained in Attachment "A".

27. **Ratification.** The Parties agree that this Agreement is not binding or enforceable unless and until it is duly ratified by the Board of Trustees.

The Parties have duly executed this Agreement on the dates indicated below.

For District

Date

Administrator

Date

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT**

1. **Parties.** The Rancho Santiago Community College District (“District”), on the one hand, and **Peter Hardash** (“Administrator”), on the other hand, hereby enter into this Educational Administrator Employment Agreement (“Agreement”) pursuant to sub-section “a” of Section 72411 of the *Education Code*. District and Administrator are referred to herein individually as “Party” and collectively as “Parties.”

2. **Position.** District hereby employs Administrator in the position of **Vice Chancellor, Business Operations and Fiscal Services** (Position”). Administrator is an “academic employee” as defined in sub-section “a” of Section 87001 of the *Education Code*, is an “educational administrator” as defined in sub-section “b” of Section 87002 of the *Education Code*, and is a “management employee” as defined in sub-section “g” of Section 3540.1 of the *Government Code*.

3. **Term.** District agrees to employ Administrator, and Administrator agrees to serve in the Position, for the period commencing **January 1, 2015 and ending June 30, 2017**. If, prior to June 30 of any other year other than the last year of this Agreement the District does not send or deliver a written notice to Administrator that this Agreement shall not be extended for an additional year, then this Agreement automatically shall be extended for one more year. Any notice of non-reemployment in the position must be given by the District at least six (6) months in advance of the date of termination of this Agreement. If notice of non-reemployment is not given by the District at least six (6) months in advance of the date of termination of this Agreement, then the Agreement shall be extended for one (1) additional year pursuant to Education Code Section 72411(c).

4. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are incorporated into this Agreement.

5. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job description for the Position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or any supervising administrators. Administrator is expected to devote full efforts and energies to the Position. At any time during the term of this Agreement, the Board of Trustees may adopt or amend the job description for the Position. Administrator may undertake outside professional activities, including consulting, speaking, and writing, either with or without compensation, provided that such activities do not impair the effectiveness of Administrator or interfere with Administrator’s duties. In those cases in which Administrator engages in outside professional activities which generate compensation for services provided, Administrator shall utilize vacation days.

6. **Transfer, Reassignment, or Title Change.** The Chancellor, with the approval of the Board of Trustees, may transfer or reassign Administrator to any position within the District for which Administrator is qualified, and may change the title of the Position, during the term of this Agreement, but there shall be no loss of compensation by Administrator due to such discretionary transfer, reassignment, or title change.

7. **Salary.** District shall pay an annual salary to Administrator in the amount of **\$216,633.04** per academic year (July 1 through June 30), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Administrator during the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed or extended. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District. Administrator is an exempt employee and is not eligible for overtime pay or compensatory time off.

8. **Work Year.** Administrator is a full-time employee of the District with a work year of 12 months per year. Administrator is entitled to be absent during District-designated holidays.

9. **Health and Welfare Benefits.** District shall provide Administrator with the same health and welfare benefits as currently approved or as subsequently modified by the Board of Trustees for all District administrators.

10. **Vacation.** Administrator shall accrue two and one-quarter vacation days for each month of service. Administrator may not accumulate more than 54 days of unused vacation as of July 1 of any academic year.

11. **Leaves.** Administrator shall be entitled to leaves of absence as provided by law or Board Policy, as may be amended from time-to-time.

12. **Teaching Assignments.** Subject to Board approval, and presuming that Administrator meets minimum qualifications, Administrator may serve as an instructor in no more than one class per semester for additional compensation, provided that such teaching does not impair Administrator's service in the Position.

13. **Professional Meetings and Activities.** Prior approval by the Chancellor shall be obtained for Administrator to attend any meeting or activity related to Administrator's employment in the Position. The reasonable and necessary expenses of attendance by Administrator at such a meeting or activity shall be paid by District only if approved by the Chancellor and the Board of Trustees.

14. **Tax-Sheltered Annuity.** During each academic year (July 1 through June 30) during the term of this Agreement, District shall contribute **\$549.36** per month to a tax-sheltered annuity selected by Administrator. The amount of the annuity contribution may be adjusted periodically by District in conjunction with adjustments to the Cabinet Salary Schedule.

15. **Evaluation.** Administrator shall be evaluated in writing at any time by Administrator's immediate supervisor, pursuant to Board Policy and procedures, utilizing

established goals and objectives, self-assessments, the job description for the Position, and input from other employees.

16. **Retreat Rights.** If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Section 87458 of the *Education Code*. Administrator has the responsibility to present the necessary transcripts and materials to District pursuant to Board policy and procedures in order to maintain any current faculty service area or acquire faculty service areas.

17. **Return to Tenured Faculty Position.** If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 20 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement.

18. **Dismissal or Imposition of Penalties During the Term of this Agreement.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be dishonesty, insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, persistent or serious violation of law or of Board Policy or procedures, or any material and substantial breach of this Agreement. Administrator shall be entitled to due process protections as required by law.

19. **Dismissal or Imposition of Penalties During the Term of this Agreement If Tenured.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

20. **Resignation.** Administrator may resign from District employment at any time during the term of this Agreement upon 90 days prior written notice to the Board of Trustees, or upon a shorter period of time as may be approved by the Board of Trustees.

21. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 19 or 20 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18. Any cash settlement shall not include any other non-cash items except health benefits which may be continued for the same duration of time as covered in the settlement or until Administrator finds other employment, whichever comes first. If the unexpired term is greater than 18 months, then the maximum time for continued health benefits paid for by District shall be 18 months.

22. **Medical Examination.** Upon request of the Board of Trustees or the Chancellor, Administrator agrees to undergo a comprehensive physical and/or psychiatric examination to

determine if Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position. The costs of any such examination shall be paid for by District. A confidential written report regarding any such examination shall be filed with the Board of Trustees or the Chancellor indicating whether Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position.

23. **Severability.** If any provision of this Agreement is ruled to be contrary to law, all other provisions of this Agreement shall continue to remain in full force and effect.

24. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

25. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

26. **Mandatory Mediation and Arbitration.** Except as otherwise prohibited by law, the Parties agree that any dispute, claim, or controversy arising out of the Parties' employment relationship, including, but not limited to, alleged violations of federal, state, or local statutes, including those prohibiting harassment and discrimination, and any other claims, including alleged violations of any provisions of the *Education Code*, which cannot be resolved through informal and confidential discussions, shall be submitted to mediation, and if mediation if unsuccessful, to binding arbitration before a neutral Arbitrator. The mediator and any necessary Arbitrator shall be selected through Judicial Arbitration & Mediation Services/Endispute (JAMS). Attachment "A" to this Agreement sets forth the procedures to be utilized and is hereby incorporated by reference into this Agreement as if fully set forth within. The Parties agree that they have carefully read Attachment "A," knowingly agree to all of its contents, and knowingly agree to the covenant to mediate and arbitrate all employment disputes contained in Attachment "A".

27. **Ratification.** The Parties agree that this Agreement is not binding or enforceable unless and until it is duly ratified by the Board of Trustees.

The Parties have duly executed this Agreement on the dates indicated below.

For District

Date

Administrator

Date

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT**

1. **Parties.** The Rancho Santiago Community College District (“District”), on the one hand, and **Erlinda Martinez** (“Administrator”), on the other hand, hereby enter into this Educational Administrator Employment Agreement (“Agreement”) pursuant to sub-section “a” of Section 72411 of the *Education Code*. District and Administrator are referred to herein individually as “Party” and collectively as “Parties.”

2. **Position.** District hereby employs Administrator in the position of **President, Santa Ana College** (“Position”). Administrator is an “academic employee” as defined in sub-section “a” of Section 87001 of the *Education Code*, is an “educational administrator” as defined in sub-section “b” of Section 87002 of the *Education Code*, and is a “management employee” as defined in sub-section “g” of Section 3540.1 of the *Government Code*.

3. **Term.** District agrees to employ Administrator, and Administrator agrees to serve in the Position, for the period commencing **January 1, 2015 and ending June 30, 2017**. If, prior to June 30 of any other year other than the last year of this Agreement the District does not send or deliver a written notice to Administrator that this Agreement shall not be extended for an additional year, then this Agreement automatically shall be extended for one more year. Any notice of non-reemployment in the position must be given by the District at least six (6) months in advance of the date of termination of this Agreement. If notice of non-reemployment is not given by the District at least six (6) months in advance of the date of termination of this Agreement, then the Agreement shall be extended for one (1) additional year pursuant to Education Code Section 72411(c).

4. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are incorporated into this Agreement.

5. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job description for the Position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or any supervising administrators. Administrator is expected to devote full efforts and energies to the Position. At any time during the term of this Agreement, the Board of Trustees may adopt or amend the job description for the Position. Administrator may undertake outside professional activities, including consulting, speaking, and writing, either with or without compensation, provided that such activities do not impair the effectiveness of Administrator or interfere with Administrator’s duties. In those cases in which Administrator engages in outside professional activities which generate compensation for services provided, Administrator shall utilize vacation days.

6. **Transfer, Reassignment, or Title Change.** The Chancellor, with the approval of the Board of Trustees, may transfer or reassign Administrator to any position within the

District for which Administrator is qualified, and may change the title of the Position, during the term of this Agreement, but there shall be no loss of compensation by Administrator due to such discretionary transfer, reassignment, or title change.

7. **Salary.** District shall pay an annual salary to Administrator in the amount of **\$216,633.04** per academic year (July 1 through June 30), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Administrator during the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed or extended. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District. Administrator is an exempt employee and is not eligible for overtime pay or compensatory time off.

8. **Work Year.** Administrator is a full-time employee of the District with a work year of 12 months per year. Administrator is entitled to be absent during District-designated holidays.

9. **Health and Welfare Benefits.** District shall provide Administrator with the same health and welfare benefits as currently approved or as subsequently modified by the Board of Trustees for all District administrators.

10. **Vacation.** Administrator shall accrue two and one-quarter vacation days for each month of service. Administrator may not accumulate more than 54 days of unused vacation as of July 1 of any academic year.

11. **Leaves.** Administrator shall be entitled to leaves of absence as provided by law or Board Policy, as may be amended from time-to-time.

12. **Teaching Assignments.** Subject to Board approval, and presuming that Administrator meets minimum qualifications, Administrator may serve as an instructor in no more than one class per semester for additional compensation, provided that such teaching does not impair Administrator's service in the Position.

13. **Professional Meetings and Activities.** Prior approval by the Chancellor shall be obtained for Administrator to attend any meeting or activity related to Administrator's employment in the Position. The reasonable and necessary expenses of attendance by Administrator at such a meeting or activity shall be paid by District only if approved by the Chancellor and the Board of Trustees.

14. **Tax-Sheltered Annuity.** During each academic year (July 1 through June 30) during the term of this Agreement, District shall contribute **\$549.36** per month to a tax-sheltered annuity selected by Administrator. The amount of the annuity contribution may be adjusted periodically by District in conjunction with adjustments to the Cabinet Salary Schedule.

15. **Evaluation.** Administrator shall be evaluated in writing at any time by Administrator's immediate supervisor, pursuant to Board Policy and procedures, utilizing established goals and objectives, self-assessments, the job description for the Position, and input from other employees.

16. **Retreat Rights.** If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Section 87458 of the *Education Code*. Administrator has the responsibility to present the necessary transcripts and materials to District pursuant to Board policy and procedures in order to maintain any current faculty service area or acquire faculty service areas.

17. **Return to Tenured Faculty Position.** If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 20 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement.

18. **Dismissal or Imposition of Penalties During the Term of this Agreement.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be dishonesty, insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, persistent or serious violation of law or of Board Policy or procedures, or any material and substantial breach of this Agreement. Administrator shall be entitled to due process protections as required by law.

19. **Dismissal or Imposition of Penalties During the Term of this Agreement If Tenured.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

20. **Resignation.** Administrator may resign from District employment at any time during the term of this Agreement upon 90 days prior written notice to the Board of Trustees, or upon a shorter period of time as may be approved by the Board of Trustees.

21. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 19 or 20 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18. Any cash settlement shall not include any other non-cash items except health benefits which may be continued for the same duration of time as covered in the settlement or until Administrator finds other employment, whichever comes first. If the unexpired term is greater than 18 months, then the maximum time for continued health benefits paid for by District shall be 18 months.

22. **Medical Examination.** Upon request of the Board of Trustees or the Chancellor, Administrator agrees to undergo a comprehensive physical and/or psychiatric examination to determine if Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position. The costs of any such examination shall be paid for by

District. A confidential written report regarding any such examination shall be filed with the Board of Trustees or the Chancellor indicating whether Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position.

23. **Severability.** If any provision of this Agreement is ruled to be contrary to law, all other provisions of this Agreement shall continue to remain in full force and effect.

24. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

25. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

26. **Mandatory Mediation and Arbitration.** Except as otherwise prohibited by law, the Parties agree that any dispute, claim, or controversy arising out of the Parties' employment relationship, including, but not limited to, alleged violations of federal, state, or local statutes, including those prohibiting harassment and discrimination, and any other claims, including alleged violations of any provisions of the *Education Code*, which cannot be resolved through informal and confidential discussions, shall be submitted to mediation, and if mediation if unsuccessful, to binding arbitration before a neutral Arbitrator. The mediator and any necessary Arbitrator shall be selected through Judicial Arbitration & Mediation Services/Endispute (JAMS). Attachment "A" to this Agreement sets forth the procedures to be utilized and is hereby incorporated by reference into this Agreement as if fully set forth within. The Parties agree that they have carefully read Attachment "A," knowingly agree to all of its contents, and knowingly agree to the covenant to mediate and arbitrate all employment disputes contained in Attachment "A".

27. **Ratification.** The Parties agree that this Agreement is not binding or enforceable unless and until it is duly ratified by the Board of Trustees.

The Parties have duly executed this Agreement on the dates indicated below.

For District

Date

Administrator

Date

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT**

1. **Parties.** The Rancho Santiago Community College District (“District”), on the one hand, and **John Weispenning** (“Administrator”), on the other hand, hereby enter into this Educational Administrator Employment Agreement (“Agreement”) pursuant to sub-section “a” of Section 72411 of the *Education Code*. District and Administrator are referred to herein individually as “Party” and collectively as “Parties.”

2. **Position.** District hereby employs Administrator in the position of **President, Santiago Canyon College** (“Position”). Administrator is an “academic employee” as defined in sub-section “a” of Section 87001 of the *Education Code*, is an “educational administrator” as defined in sub-section “b” of Section 87002 of the *Education Code*, and is a “management employee” as defined in sub-section “g” of Section 3540.1 of the *Government Code*.

3. **Term.** District agrees to employ Administrator, and Administrator agrees to serve in the Position, for the period commencing **January 1, 2015 and ending June 30, 2017**. If, prior to June 30 of any other year other than the last year of this Agreement the District does not send or deliver a written notice to Administrator that this Agreement shall not be extended for an additional year, then this Agreement automatically shall be extended for one more year. Any notice of non-reemployment in the position must be given by the District at least six (6) months in advance of the date of termination of this Agreement. If notice of non-reemployment is not given by the District at least six (6) months in advance of the date of termination of this Agreement, then the Agreement shall be extended for one (1) additional year pursuant to Education Code Section 72411(c).

4. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are incorporated into this Agreement.

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District for which Administrator is qualified, and may change the title of the Position, during the term of this Agreement, but there shall be no loss of compensation by Administrator due to such discretionary transfer, reassignment, or title change.

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District. A confidential written report regarding any such examination shall be filed with the Board of Trustees or the Chancellor indicating whether Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position.

23. **Severability.** If any provision of this Agreement is ruled to be contrary to law, all other provisions of this Agreement shall continue to remain in full force and effect.

24. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

25. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

26. **Mandatory Mediation and Arbitration.** Except as otherwise prohibited by law, the Parties agree that any dispute, claim, or controversy arising out of the Parties' employment relationship, including, but not limited to, alleged violations of federal, state, or local statutes, including those prohibiting harassment and discrimination, and any other claims, including alleged violations of any provisions of the *Education Code*, which cannot be resolved through informal and confidential discussions, shall be submitted to mediation, and if mediation is unsuccessful, to binding arbitration before a neutral Arbitrator. The mediator and any necessary Arbitrator shall be selected through Judicial Arbitration & Mediation Services/Endispute (JAMS). Attachment "A" to this Agreement sets forth the procedures to be utilized and is hereby incorporated by reference into this Agreement as if fully set forth within. The Parties agree that they have carefully read Attachment "A," knowingly agree to all of its contents, and knowingly agree to the covenant to mediate and arbitrate all employment disputes contained in Attachment "A".

27. **Ratification.** The Parties agree that this Agreement is not binding or enforceable unless and until it is duly ratified by the Board of Trustees.

The Parties have duly executed this Agreement on the dates indicated below.

For District

Date

Administrator

Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

To:	Board of Trustees	Date: April 13, 2015
Re:	Presentation of the Continuing Education Faculty Association (CEFA) Initial Bargaining Proposal to the Rancho Santiago Community College District.	
Action:	Receipt of Bargaining Proposal and Approval of Scheduling of Public Hearing	

BACKGROUND

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

ANALYSIS

Contract negotiations cannot begin until after the Board of Trustees conducts a public hearing on this proposal at its April 27, 2015 meeting.

RECOMMENDATION

It is recommended that the Board of Trustees receive this bargaining proposal and schedule a public hearing for April 27, 2015.

Fiscal Impact: TBD	Board Date: April 13, 2015
Item Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Recommended by: Raúl Rodriguez, Ph.D., Chancellor	

CEFA Initial Proposal April 2015

CEFA proposes the following items for Negotiations for a successor agreement between the parties for Public Notice, pursuant to Government Code 3547:

Article 6: Evaluation

- Review process for receipt of evaluation and the signing of forms.

Article 7: Leaves

- Addition of language regarding parent/child bonding pursuant to Education Code 87784.5.

Article 8: Grievance

- Addition of optional mediation step.
- Ability to begin grievance process above Level 1 if circumstances warrant.

Article 11: Wages and Hours

- Increase all schedules by an amount commensurate with the District's ability to pay.
- Increase all schedules to compensate for additional experience of unit members.
- Adjust compensation/workload to compensate unit members for completion of additional mandates from the Federal and/or State Government, or from the District.
- Stipend for individual purchase of health benefits.

Article 12: Assignments

- Removal of Additional Assignment List references.

Article 13: Personnel Files

- Removal of 25 day limitation on responses to items in file
- Removal of documentation in file that is not presented to the Unit Member.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Human Resources and Educational Services

To:	Board of Trustees	Date: April 13, 2015
Re:	Rejection of Claim	File # EMP1500680 JW
Action:	Request for Authorization	

The district's claims administrator recommends that the Board of Trustees authorize the Chancellor, or designee, to reject claim # EMP1500680 JW.