

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board of Trustees (Regular meeting)
Monday, April 13, 2009
2323 North Broadway, #107
Santa Ana, CA 92706

Vision Statement (Board of Trustees)

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

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

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

Americans with Disabilities Acts (ADA)

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

A G E N D A

1.0 PROCEDURAL MATTERS

4:30 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Public Comment

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

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

1.4 Approval of Minutes – Regular meeting of March 23, 2009

Action

1.5 Approval of Consent Calendar

Action

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

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

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

- 2.1 Report from the Chancellor
- 2.2 Report 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
- 2.6 Informational Presentation on Accreditation
- 2.7 Informational Presentation on Budget
- 2.8 Informational Presentation on Datatel
- 2.9 Informational Presentation on Facilities

RECESS TO CLOSED SESSION

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

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

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

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

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

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

3.0 HUMAN RESOURCES

3.1 Management/Academic Personnel Action

- Approval of Employment Agreement: Assistant Dean, Student Services
- Approval of Stipends
- Approval of Interim Assignment
- Ratification of Acceptance of Resignations/Retirements
- Approval of Salary Adjustments
- Approval of Part-time Faculty Appointments

3.2 Classified Personnel Action

- Approval of Revised Job Description: Financial Aid Analyst
- Approval of Longevity Increments
- Approval of Out of Class Assignments
- Approval of Change in Location
- Approval of Change in Position
- Approval of Change in Salary Placement
- Approval of Return from Leave
- Ratification of Acceptance of Resignation/Retirements
- Approval of Professional Growth Increment
- Approval of Temporary Assignments
- Approval of Interns, Models, Instructional Associates/Associate Assistants, Community Services Presenters, Student Assistants

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

The administration recommends receiving and filing the district's initial bargaining proposal to the Faculty Association of Rancho Santiago Community College District (FARSCCD) and scheduling a public hearing for April 27, 2009.

- 3.4 Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to the California School Employees Association (CSEA), Chapter 579 Action
The administration recommends receiving and filing the district's initial bargaining proposal to the California School Employees Association (CSEA), Chapter 579, and scheduling a public hearing for April 27, 2009.
- 3.5 Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to the Continuing Education Faculty Association (CEFA) Action
The administration recommends receiving and filing the district's initial bargaining proposal to the Continuing Education Faculty Association (CEFA), and scheduling a public hearing for April 27, 2009.
- 3.6 Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to the Child Development Centers Teachers Association (CDCTA) Action
The administration recommends receiving and filing the district's initial bargaining proposal to the Child Development Centers Teachers Association (CDCTA) and scheduling a public hearing for April 27, 2009.
- 3.7 Authorization for Board Travel/Conferences Action

4.0 INSTRUCTION

- *4.1 Approval of New Speech-Language Pathology Assistant Program Agreement with Tustin Unified School District Action
The administration recommends approval of the new Speech-Language Pathology Assistant Program agreement with Tustin Unified School District in Tustin, California.
- *4.2 Approval of New Speech-Language Pathology Assistant Program Agreement with Anaheim Union High School District Action
The administration recommends approval of the new Speech-Language Pathology Assistant Program agreement with Anaheim Union High School District in Anaheim, California.
- *4.3 Approval of New Human Development Agreement – Anaheim City School District Action
The administration recommends approval of the contract with Anaheim City School District in Anaheim, California.

* Item is included on the Consent Calendar, Item 1.5.

- 4.4 Approval of Contract with Mythics, Inc. for Datatel Report Writing Training Action
The administration recommends approval of the contract with Mythics, Inc. in Virginia Beach, Virginia, to perform the Datatel report writing training.
- *4.5 Approval of Amendment of Pharmacy Technology Agreement – Anaheim Memorial Medical Center, Inc. Action
The administration recommends approval of the amendment with Anaheim Memorial Medical Center, Inc. in Anaheim, California.
- 4.6 Approval of Amendment of Distance Education Agreement – Joint Powers Agreement, Intelcom Southern California Consortium for Community College Television Action
The administration recommends approval of the contract with Intelcom, the Southern California Consortium for Community College Television in Pasadena, California.
- *4.7 Approval of Vocational Education Agreement with Hair California Beauty Academy Action
The administration recommends approval of the agreement with Hair California Beauty Academy in Orange, California, for the academic and fiscal year 2009-2010.

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *5.1 Approval of the Payment of Bills Action
The administration recommends the payment of bills as submitted.
- 5.2 Approval for Additional Testing Services for SAC Maintenance & Operations Building and Classroom Building – Twining Laboratories (P.O. 08-P002333) Action
The administration recommends approval of the agreement to increase the compensation to Twining Laboratories as presented.
- 5.3 Approval of Architectural Contract: Miscellaneous SAC Infrastructure Projects Action
The administration recommends approval of the request for additional services provided by LPA, Inc. in the amount of \$109,771 as presented.
- 5.4 Approval of Architectural Services Contract: SAC Child Development Center Action
The administration recommends approval of the request for additional services provided by Harley Ellis Devereaux in the amount of \$175,000 as presented.

* Item is included on the Consent Calendar, Item 1.5.

- 5.5 Approval of Change Order #16 - Bid #1051/SAC Classroom Building Action
The administration recommends approval of change order #16, EMAE International, Inc. for Bid #1051, construction of the Classroom and Maintenance & Operations buildings at Santa Ana College as presented.
- 5.6 Approval of Change Order #17 – Bid #1051/SAC Maintenance & Operations Building Action
The administration recommends approval of change order #17, EMAE International, Inc. for Bid #1051, construction of the Classroom and Maintenance & Operations buildings at Santa Ana College as presented.
- 5.7 Approval of Change Order #1 – Bid #1053/SCC Science Building/Bond Funded Action
The administration recommends approval of change order #1, Reed Thomas for Bid #1064, earthwork for Santiago Canyon College Science building as presented.
- 5.8 Approval of Change Order #1 – Bid #1053/SCC Science Building/State Funded Action
The administration recommends approval of change order #1, Reed Thomas for Bid #1064, earthwork for Santiago Canyon College Science building as presented.
- 5.9 Approval of Change Order #1 – Bid #1063/SCC Science Building/Bond Funded Action
The administration recommends approval of change order #1, J.M. Farnan Company, Inc. for Bid #1063 for plumbing services provided in the Santiago Canyon College Science building as presented.
- 5.10 Approval of Change Order #2 – Bid #1063/SCC Science Building/State Funded Action
The administration recommends approval of change order #2, J.M. Farnan Company, Inc. for Bid #1063 for plumbing services provided in the Santiago Canyon College Science building as presented.
- 5.11 Approval of Change Order #1 – Bid #1064/SCC Science Building/Bond Funded Action
The administration recommends approval of change order #1, Baker Electric for Bid #1064 for electrical services provided in the Santiago Canyon College Science building as presented.

- 5.12 Approval of Change Order #1 – Bid #1064/SCC Science Building/State Funded Action
The administration recommends approval of change order #1, Baker Electric for Bid #1064 for electrical services provided in the Santiago Canyon College Science building as presented.
- 5.13 Approval of Construction Management Agreement: SAC Gym Project (Restroom Addition, Gym Floor Replacement) Action
The administration recommends approval of hiring Bernards as the construction management firm for the SAC Gym Project as presented.
- 5.14 Approval of DSA Inspection Services: Santa Ana College Fire Alarm System Replacement Action
The administration recommends approval of the change order for Johnston Inspections, Inc. to provide DSA-mandated inspection services at Santa Ana College as presented.
- 5.15 Budget Assumptions Action
The administration recommends approval of the Tentative Budget Assumptions for the 2009-2010 fiscal year as presented.

6.0 GENERAL

- 6.1 Approval of New and Revised Board Policies Action
- Community Services Activities - BP1350 Revise
 - Conflict of Interest - BP3101 Revise
 - General Personnel Policy Statement - BP4101 Revise
 - Recruitment and Selection of Employees - BP4102 Revise
 - Employee Appointment and Transfer - BP4104 Eliminate
 - Equal Employment Opportunity - BP4104 (NEW) New
 - Employment Contracts - BP4105 Eliminate
 - Insurance - BP4107 Eliminate
 - Personnel Files - BP4110 Revise
 - One Day Change of Assignment - BP4112 Eliminate
 - Short-Term Excused Absence Without Loss of Pay - BP4113 Eliminate
 - Military Leave - BP4115 Revise
 - Employment of Relatives/Nepotism - BP4118 Revise
 - Unlawful Discrimination and Sexual Harassment - BP4119 Revise
 - Copyright and Patents - BP4120 Eliminate
 - Acceptance of Outside Obligations - BP4126 Revise
 - Salary Deductions - BP4127 Revise
 - Employee Evaluation - BP4128 Revise
 - Resignation - BP4129 Revise

6.1 <u>Approval of New and Revised Board Policies – (cont.)</u>	<u>Action</u>
• Medical Examinations - BP4130	Revise
• Diversity and Equal Employment Opportunity - BP4131	Eliminate
• Organizations Right of Access - BP4133	Revise
• Solicitation of Political Contributions and Political Activities by Employees - BP4135	Revise
• International Travel - BP4136	Eliminate
• Whistleblower Protection - BP4140	Revise
• Faculty Multiple Site Assignment - BP4203	Eliminate
• Faculty Dismissal and/or Discharge - BP4206	Revise
• Faculty Retirement (Workload Reduction) - BP4207	Revise
• Faculty Retirement - BP4208	Eliminate
• CLASSIFIED PERSONNEL - Definition Classified Service - BP4301	Revise
• Classified Salary Payments - BP4302	Revise
• Classified Retirement System - BP4303	Eliminate
• Management Medical/Dental Insurance Benefits - BP4402	Revise
• Bereavement Leave Management - BP4404	Revise
• Duties - Management Interns - BP4416	Eliminate
• Administrative Leave - BP4419	Revise
• Retirement Administrative - BP4420	Eliminate
• Salary Payments Administrative - BP4503	Eliminate
• Educational Management Employee Retroactive Pay Administrative - BP4519	Revise
• Administrative Retreat Rights - Administrative - BP4520	Revise
• Claims and Actions Against The District - BP4602	Revise
• District Property & Liability Protection - BP4603	Revise
• Bonding of Personnel - BP4604	Revise
• Open Enrollment - BP 5009	Revise
• Military Withdrawals - BP 5121	Revise
• Withholding of Student Records - BP 5555	New
• Credit/No Credit Courses - BP 6120 (Grading and Academic Record Symbols)	Revise
• Credit by Examination - BP 6121	Revise
• Committee Structure - BP 9009	Revise
• Quorum and Voting - BP 9016	Revise
• Meetings - Special - BP 9020	Revise
• Board of Trustees Political Activities and Solicitation of Political Contributions - BP 9027	Revise
6.2 <u>BP 9022 – Evaluation of the Trustees</u>	<u>Information</u>
This policy is presented for first reading as an informational item.	

6.3 Approval of Disposing of Audio Tape Recordings of Public Meetings after 180 Days Action

It is recommended by Dr. Chapel and Dr. Hernandez to dispose of the audio tape recordings of public board meetings after 180 days.

6.4 Board Member Comments Information

7.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be held on April 27, 2009.

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

Board of Trustees (Regular meeting)

Monday, March 23, 2009

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

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

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

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mr. Alex Flores, Student President, Santa Ana College.

Mr. Larry Labrado arrived at this time.

1.3 Accreditation Board Evaluation Workshop

Dr. Barbara Beno, President, Accrediting Commission for Community and Junior Colleges (ACCJC), gave a PowerPoint presentation to the board entitled *Accreditation and Trusteeship: What Every Board Should Know*.

Dr. Chapel declared a brief recess at 5:37 p.m.

The board reconvened at 5:43 p.m.

1.4 Public Comment

Mr. Jim Adams, Mr. Daryl Brandt, and Mr. Chris Hannan expressed concerns regarding the construction of Santiago Canyon College's Maintenance & Operations Building.

Mr. Ernesto Torres and Mr. Josh Fink expressed concerns regarding Item 5.8, Approval of Bid #1116: Santa Ana College Gym Restroom Addition, Gym Floor Replacement and Fire Sprinkler Installation.

1.5 Approval of Minutes

It was moved by Mr. Yarbrough, seconded by Mr. Conley, and carried unanimously to approve the minutes of March 9, 2009.

1.6 Approval of Consent Calendar

It was moved by Mr. Conley, seconded by Mr. McLoughlin, and carried unanimously to approve the recommended action on the following items as listed on the Consent Calendar, with the exception of items 5.3, 5.4, 5.6, 5.7, 5.8, and 6.3 pulled by Mr. Yarbrough; item 6.2 pulled by Ms. Woolery; and item 6.4 pulled by Mr. Hanna:

4.1 Non-Credit Instructional Calendar 2009-2010

The board approved the 2009-2010 Non-Credit Instructional Calendar.

4.2 Renewal of Speech-Language Pathology Assistant Program Agreement with Providence Speech and Hearing Center

The board approved the renewal of the Speech-Language Pathology Assistant Program agreement with Providence Speech and Hearing Center in Orange, California.

4.3 Renewal of Nursing Program Agreement – College Hospital Partial Hospitalization Program

The board approved this clinical affiliation agreement renewal with College Hospital Partial Hospitalization Program in Santa Ana, California.

4.4 Renewal of Pharmacy Technology Agreement – Anaheim Memorial Medical Center, Inc.

The board approved this contract with Anaheim Memorial Medical Center, Inc. in Anaheim, California.

4.5 Proposed Revisions for 2009-2010 Catalog, Santa Ana College

The board approved the proposed revisions for the 2009-2010 catalog for Santa Ana College.

4.6 Proposed Revisions for 2009-2010 Catalog, Santiago Canyon College

The board approved the proposed revisions for the 2009-2010 catalog for Santiago Canyon College.

4.7 Santiago Canyon College Community Services Program, Summer 2009

The board approved the attached proposed Community Services Program for Summer 2009 for Santiago Canyon College.

1.6 Approval of Consent Calendar (cont.)

4.8 Memorandum of Understanding between the Community College University Partnership (CCUP), Santiago Canyon College (SCC), and the University of California, Irvine (UCI)

The board approved the Memorandum of Understanding between the Community College University Partnership, SCC, and UCI.

5.1 Payment of Bills

The board approved the payment of bills as submitted.

5.2 Budget Transfers and Budget Increases/Decreases

The board approved budget transfers, increases, and decreases during the month of February 2009.

5.5 Disposal of Surplus Vehicle

The board declared one vehicle as surplus property and authorized Ken Porter Auctions be utilized to conduct an auction as presented.

6.1 Budgets for Categorical Programs

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

- Community Colleges Summit Initiative Programs (SAC) \$20,914
- Community Colleges Initiative for Egypt (SAC) \$23,674

1.7 Presentation of Board President's Awards

Mr. Yarbrough recognized Ms. Ruth Negrete, a student at Santa Ana College, with the Board President's award.

Mr. McLoughlin acknowledged Ms. Aylin Kuzucan, a student at Santiago Canyon College, with the Board President's Award.

Dr. Chapel recognized the Santiago Canyon College science department with the Board President's Award. Ms. Debra Brooks, professor and chair of the Earth Science/Geology department, and Cindy Swift, Assistant Professor of Physics, accepted the award on behalf of the science department.

2.0 REPORTS AND INFORMATIONAL ITEMS

2.1 Report from the Chancellor

Dr. Hernandez provided a report to the board.

2.2 Report from College Presidents

The following college presidents provided reports to the board:

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

2.3 Report from Student Trustee

Mr. Garcia provided a report to the board.

2.4 Reports from Student Presidents

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

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

2.5 Reports from Academic Senate Presidents

The following academic senate presidents provided reports to the board:

Mr. Morrie Barembaum, Academic Senate President, Santiago Canyon College
Mr. Raymond Hicks, Academic Senate President, Santa Ana College

2.6 Informational Presentation on Accreditation

Dr. Hernandez, Mr. Hardash, Mr. Didion, Dr. Martinez, and Mr. Vázquez provided updated information on responses to the accreditation commission's recommendations.

2.7 Informational Presentation on the Budget Update

Mr. Hardash provided an update on the budget.

RECESS TO CLOSED SESSION

The board convened into closed session at 7:19 p.m. to consider the following items:

1. Public Employment (pursuant to Section 54957[b][1])
 - a. Chancellor
 - b. Part-time Faculty
 - c. Classified Staff
 - d. Educational Administrator Appointment
 - (1) Assistant Dean, Student Services

2. Conference with Labor Negotiator (pursuant to Section 54957.6)

Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services

Employee Organizations: Faculty Association of Rancho Santiago Community College District
California School Employees Association, Chapter 579
Continuing Education Faculty Association
Child Development Centers Teachers Association

RECONVENE

The board reconvened at 9:05 p.m.

Closed Session Report

Mr. Conley announced the board discussed the aforementioned items, and there was no action taken during closed session.

PUBLIC COMMENT

There were no requests to speak during Public Comment.

3.0 HUMAN RESOURCES

3.1 Management/Academic Personnel

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

- Approve Permanent 2008/09 Cabinet and Management Salary Schedules
- Appoint Assistant Dean, Student Services
- Approve Management/Academic Leave of Absence
- Approve Permanent 2008/09 Full-time and Part-time Faculty Salary Schedules
- Approve Adjusted Reduced Work Load

3.1 Management/Academic Personnel – (cont.)

- Approve Stipends
- Ratify Acceptance of Resignations/Retirements
- Approve Salary Adjustments
- Approve Part-time/Hourly Hire/Rehire
- Approve Non-Paid Instructors of Record
- Approve Non-Paid Interns

3.2 Classified Personnel

- Approve Permanent 2008/09 CSEA Salary Schedule
- Approve Professional Growth Increments
- Approve Out of Class Assignments
- Approve Return to Regular Assignments
- Approve Change in Position due to Reclassification
- Approve Changes in Salary Placement, Position, and Location
- Ratify Acceptance of Resignations/Retirements
- Approve Temporary Assignments
- Approve Instructional Associates/Associate Assistants/Volunteers
- Approve Student Assistants

It was moved by Mr. Yarbrough, seconded by Mr. Labrado, and carried unanimously to suspend the rules and consider Item 6.3 BP 9022 – Evaluation of the Trustees at this time.

6.3 BP 9022 – Evaluation of the Trustees

It was moved by Mr. Conley and seconded by Mr. Garcia to approve new Board Policy 9022 effective immediately.

It was moved by Mr. Hanna and seconded by Mr. Labrado to substitute the previous motion by rejecting the second reading of BP 9022 as presented and substituting it with a draft of BP 9022 prepared by Mr. Yarbrough and to consider the draft as a first reading.

Discussion ensued. A Board Policy Committee meeting date was scheduled for Monday, March 30, 2009, at 4:30 p.m.

The substitute motion carried unanimously to reject the second reading of BP 9022 as presented and substitute it with a draft of BP 9022 prepared by Mr. Yarbrough which is to be considered as its first reading.

Mr. Yarbrough left at this time.

4.0 INSTRUCTION

All items listed under instruction were approved as part of Item 1.6: Consent Calendar.

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items No. 5.1, 5.2, and 5.5 were approved as part of Item 1.6: Consent Calendar.

5.3 Approval of Alterations to Classroom Building (D) at Santa Ana College (DSA No. 04-102506)

It was moved by Mr. Labrado, seconded by Mr. Hanna, and carried unanimously to approve the Notice of Completion for Nextel project (DSA No. 04-102506) as of September 12, 2008.

5.4 Approval of Architect's Contract for the Final Project Proposal (FPP) and Initial Project Proposal (IPP) for SAC Russell Hall Renovation and SCC Student Services Center.

It was moved by Mr. Labrado and seconded by Mr. Conley to approve the Schools Legal Services Agreement with HMC Architects to provide design and engineering services for the projects as presented. Discussion ensued. The motion carried unanimously.

5.6 Purchase Orders

It was moved by Mr. Conley, seconded by Mr. Labrado, and carried unanimously to approve the purchase order listing for the period February 8, 2009, through March 7, 2009.

5.7 Renewal of Contract with Law Firm

It was moved by Mr. Hanna and seconded by Mr. Labrado to authorize the chancellor or his designee to renew the contract with the law firm of Atkinson, Andelson, Loya, Ruud & Romo. Discussion ensued. The motion carried with the following vote: Aye – Dr. Chapel, Mr. Conley, Mr. Hanna, Mr. Labrado, and Ms. Woolery; Nay – Mr. McLoughlin.

5.8 Approval of Bid #1116: Santa Ana College Gym Restroom Addition, Gym Floor Replacement and Fire Sprinkler Installation

It was moved by Mr. Conley and seconded by Ms. Woolery to approve awarding Bid #1116: SAC gym restroom addition, gym floor replacement and fire sprinkler installation to General Consolidated Constructors, Inc. Discussion ensued. The motion carried with the following vote: Aye – Dr. Chapel, Mr. Conley, Mr. Hanna, Mr. Labrado, and Ms. Woolery; Abstain - Mr. McLoughlin.

6.0 GENERAL

Item No. 6.1 was approved as part of Item 1.6: Consent Calendar. Item 6.3 was moved to be heard after Item 3.2 (page 6).

6.2 Approval of New and Revised Board Policies

It was moved by Mr. Conley and seconded by Mr. Labrado to approve the following new and revised board policies. Discussion ensued.

It was moved by Mr. Hanna and seconded by Ms. Woolery to amend the motion to approve certain policies and postpone action on the remaining policies. Discussion ensued.

It was noted that approval of BP 5201– Standards of Student Conduct is needed to meet various publication deadlines.

It was moved by Mr. Hanna to substitute the previous motion with approval of BP 5201 – Standards of Student Conduct and postpone action on the following new and revised policies:

- | | |
|---|-----------|
| • Community Services Activities - BP1350 | |
| • Conflict of Interest - BP3101 | Revise |
| • General Personnel Policy Statement - BP4101 | Revise |
| • Recruitment and Selection of Employees - BP4102 | Revise |
| • Employee Appointment and Transfer - BP4104 | Eliminate |
| • Equal Employment Opportunity - BP4104 (NEW) | New |
| • Employment Contracts - BP4105 | Eliminate |
| • Insurance - BP4107 | Eliminate |
| • Personnel Files - BP4110 | Revise |
| • One Day Change of Assignment - BP4112 | Eliminate |
| • Short-Term Excused Absence Without Loss of Pay - BP4113 | Eliminate |
| • Military Leave - BP4115 | Revise |

6.2 Approval of New and Revised Board Policies – (cont.)

- Employment of Relatives/Nepotism - BP4118 Revise
- Unlawful Discrimination and Sexual Harassment - BP4119 Revise
- Copyright and Patents - BP4120 Eliminate
- Acceptance of Outside Obligations - BP4126 Revise
- Salary Deductions - BP4127 Revise
- Employee Evaluation - BP4128 Revise
- Resignation - BP4129 Revise
- Medical Examinations - BP4130 Revise
- Diversity and Equal Employment Opportunity - BP4131 Eliminate
- Organizations Right of Access - BP4133 Revise
- Solicitation of Political Contributions and Political Activities
by Employees - BP4135 Revise
- International Travel - BP4136 Eliminate
- Whistleblower Protection - BP4140 Revise
- Faculty Multiple Site Assignment - BP4203 Eliminate
- Faculty Dismissal and/or Discharge - BP4206 Revise
- Faculty Retirement (Workload Reduction) - BP4207 Revise
- Faculty Retirement - BP4208 Eliminate
- CLASSIFIED PERSONNEL - Definition Classified Service - BP4301 Revise
- Classified Salary Payments - BP4302 Revise
- Classified Retirement System - BP4303 Eliminate
- Management Medical/Dental Insurance Benefits - BP4402 Revise
- Bereavement Leave Management - BP4404 Revise
- Duties - Management Interns - BP4416 Eliminate
- Administrative Leave - BP4419 Revise
- Retirement Administrative - BP4420 Eliminate
- Salary Payments Administrative - BP4503 Eliminate
- Educational Management Employee Retroactive Pay
Administrative - BP4519 Revise
- Administrative Retreat Rights - Administrative - BP4520 Revise
- Claims and Actions Against The District - BP4602 Revise
- District Property & Liability Protection - BP4603 Revise
- Bonding of Personnel - BP4604 Revise
- Open Enrollment - BP 5009 Revise
- Military Withdrawals - BP 5121 Revise
- Withholding of Student Records - BP 5555 New
- Credit/No Credit Courses - BP 6120 (Grading and
Academic Record Symbols) Revise
- Credit by Examination - BP 6121 Revise
- Committee Structure - BP 9009 Revise

6.2 Approval of New and Revised Board Policies – (cont.)

- Quorum and Voting - BP 9016 Revise
- Meetings - Special - BP 9020 Revise
- Board of Trustees Political Activities and Solicitation
of Political Contributions - BP 9027 Revise

The motion carried unanimously to approve BP 5201 - Standards of Student Conduct and postpone action on the abovementioned new and revised policies.

6.4 Revision of Public Comment Form

It was moved by Mr. Conley and seconded by Mr. Labrado to approve the revised public comment form.

It was moved by Mr. Hanna and seconded by Mr. Conley to amend the motion to include the following statement under item #2 of the public comment form: *If the topic does not relate to a particular agenda item, it must be within the subject matter jurisdiction of the Rancho Santiago Community College District.* Discussion ensued. The amended motion carried unanimously to revise the public comment form to include the aforementioned statement under item #2 on the form.

The motion carried unanimously to approve the revised public comment form as amended.

6.5 Board of Trustees Cast Ballot for California Community College Trustees Board of Directors Election – 2009

Due to a potential conflict of interest, Mr. Labrado excused himself from participating in the discussion or vote related to this agenda item.

It was moved by Mr. Hanna and seconded by Mr. Conley to nominate the following candidates for the 2009 CCCT Board of Directors: Nancy Chadwick, Douglas W. Otto, Jacqueline Simon, Christopher Stampolis, Jeanette Mann, and Carmen Avalos. Discussion ensued. The motion carried with the following vote: Aye – Dr. Chapel, Mr. Conley, Mr. Hanna, Mr. McLoughlin, and Ms. Woolery.

6.6 Approval of Disposing of Audio Tape Recordings of Public Meetings after 30 Days

It was moved by Mr. Conley and seconded by Mr. Labrado to approve disposing of audio tape recordings of public meetings after 30 days. Discussion ensued. The motion failed with the following vote: Aye – Dr. Chapel, Mr. McLoughlin; Nay: Mr. Conley, Mr. Hanna, Mr. Labrado, and Ms. Woolery.

6.7 Board Member Comments

Board members provided individual comments.

7.0 ADJOURNMENT

Dr. Chapel announced the next regular meeting of the Board of Trustees will be held on Monday, April 13, 2009, at the District Office, 2323 N. Broadway, Santa Ana, California.

There being no further business, Dr. Chapel declared this meeting adjourned at 9:50 p.m.

Respectfully submitted,

Eddie Hernandez, Jr., Ed.D.
Chancellor

Approved: _____
Clerk of the Board

Minutes Approved: April 13, 2009



RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT



2008-2009/2009-2010 Budget Update

Board of Trustees Meeting
April 13, 2009

Item 2.7

Latest Information

- On March 13th the Legislative Analyst announced there is at least an \$8 billion shortfall expected in state revenues through 2009-2010
- Updated estimates are \$10 to \$12 billion in state revenue shortfall
- May 19th Special Election failure would mean an additional \$5.9 billion in revenue shortfall
- Combined estimates of revenue shortfall - \$15 to \$17 billion (CCLC)
- State Controller John Chiang: “Unfortunately, sales taxes continue to be hammered by diminished retail spending across the State.”

What would a \$15 billion to \$17 billion state revenue shortfall equate for RSCCD?

- \$15 billion to \$17 billion shortfall in state revenue
 - Could exceed \$20 billion with additional state expenditures
- Approximately a \$17.8 to \$20.2 million reduction for RSCCD!
- Range of \$10 million (best case) to \$30 million (worst case) loss of state revenue

Federal Stimulus Plan

- April 1, 2009 - key date to trigger additional taxes and cuts to state budget
- The DOF and State Treasurer both agreed that available Federal Stimulus funds are less than \$10 billion benchmark in state budget act
 - Additional personal income taxes apply
 - Additional state expenditures reduced

RSCCD Tentative Budget Assumptions

- 2009-2010 Tentative Budget
 - Based on current state budget act
 - Does not account for additional state revenue shortfall
 - Estimated budget reductions necessary to balance the Tentative Budget
 - \$10 million additional reductions
- Utilize the RSCCD shared governance process to identify additional reductions
- State budget revenue shortfall will get worse and budget assumptions will need to be revisited for the 2009-2010 Adopted Budget depending on size of reductions to Prop 98 funding

2009-2010 Tentative Budget

Assumptions

- **Balanced budget using 2008-2009 ending balance in excess of reserves to flow back through the Budget Allocation Model**
- **Contingency reserves at no less than 5%**
- **Budget for a 3% deficit to state general apportionment and property tax shortfall - \$4.1 million**
- **No funding for enrollment growth**
 - **Calculated Cap of 0.23%**
 - **Funding unlikely**
- **Additional loss of interest earnings**
- **Meet all negotiated contractual obligations**

RSCCD budget concerns

- ┆ State revenue shortfall may get worse
 - Therefore, RSCCD Tentative Budget may change
 - Unique position of having to make additional reductions after Tentative Budget approved for distribution of resources utilizing the Budget Allocation Model for summer and fall semesters
- ┆ We may need to make additional reductions for the Adopted Budget
 - Amount unknown
 - Possibly an additional \$10+ million for the Adopted Budget in addition to current \$10 million for Tentative Budget based on current revenue shortfall estimates for a combined total of \$20+ million in state revenue shortfall
- ┆ However, we may have to adopt a budget without an updated State Budget Act
 - Legislature appears unwilling to deal with the magnitude of statewide cuts to programs
 - Ability to increase taxes again appears nil
 - Must make massive cuts to statewide programs
 - ┆ Including Prop 98
 - Additional “smoke and mirrors” gimmicks?
 - State budget process may drag on for months into the new fiscal year



Presenters

- Information Technology Services (ITS)
 - Sylvia LeTourneau, Assistant Vice Chancellor of ITS
- Implementation Project Managers
 - John Thompson, Fiscal Services
 - John Birk, Human Resources
 - Robert Manson, SAC Student Services
 - Sergio Rodriguez, SCC Student Services
- All are RSCCD employees

Project Goals

- Establish a sustainable IT infrastructure
- Establish an integrated business framework that better serves the students
- Establish a single data repository
- Establish a streamlined State reporting mechanism
- Improve business practices and consistency

Project Inception & Planning

- 2002 -- Measure E bond passes
- Late 2005 - Datatel purchased
- June 2006 -- Contracts and plan for Datatel implementation are in place
- More than 15 individual teams assembled to implement the different modules of the system
 - Management, classified, contractors, and faculty involved
- All sectors of District affected
 - College Credit, Continuing Education, Community Services, & District operations

Fiscal Services Implementation Status

- July 2007 -- Live:
 - General Ledger
 - Accounts Payable/Purchasing
 - Fixed Assets
 - Form 1099 Reporting
 - Financial Aid - Special Checks
 - FRx Reporting
 - Report Repository
 - Cash Receipts Interface
 - Payroll & Benefits Posting Interface
- Subsequent Additions:
 - Budget Module System
 - Additional Repository Reports Developed
 - FRx Reports Designed

Fiscal Services Implementation Status

- Summer 2009 -- Live:
 - Accounts Receivable/Cash Receipts
 - Student Registration
 - Financial Aid
 - Community Services
 - Student Refund Checks -- Through Accounts Payable
 - Student Refunds
 - Financial Aid Refunds
 - Form 1098T -- Transition From Cash to Accrual Basis
 - Payroll -- Through HR/PR/Assignment Contracts
 - Enrollment Reporting
 - State Report -- CFSS 320
 - Managerial Reports

HR Module Strategic Goals

- Migrate HR functionality from legacy systems to one integrated system (Datatel)
 - Facilitates Classified and Faculty Pay processes
 - Facilitate Credit and Non-Credit programs operating under common system
- Streamline payroll processes
 - #1A Requirement: OCDE to continue to provide payroll services
 - #1B Requirement: Employee pay must be accurate
- Implement Position Management to facilitate better reporting
 - HR employee tracking and Financial reporting
 - Collect cost where work occurs
 - Rigid position control translates to more accurate financial reporting
 - Institutional reporting
 - Cost of Program, Faculty load by assignments (positions)
 - Faculty obligation reporting, MIS reporting

Human Resources Implementation

- Implementation Path 2006 to present
 - Position Management configuration and set up followed full population of COA (8/2007)
 - All district employee assignments and benefits are current and maintained in Datatel
 - County Payroll interface delayed until future (post-implementation) phase
 - June 1, 2009 implementation for Assignment Contracts integration between Student and HR (Faculty Pay Process) at risk
 - Assignment Contracts converts teaching assignments into pay lines in Datatel HR Module
 - Payroll operations will continue status quo in conjunction with ongoing contingency planning

HR what's left to do and challenges

- Lend support to ongoing Assignment Contracts Implementation
- Automate reports
- Continue to train employees on new Datatel processes, nomenclature, and guidelines
- Continue to adjust business processes to increased rigor as dictated by Datatel
- Payroll currently implementing leave tracking on County system (Summer 09)

Student Implementation Timeline

- Summer/Fall applications already live in Datatel
- April 15th – first registration in Datatel
 - Early Decision Registration at SAC
 - A Datatel consultant will be on-site
- May 18th – Online registration begins
- July 12th – All legacy data converted into Datatel

Student Experience

- 23/7 registration
 - begins May 18th for summer
- New application process – CCCApply
 - Virtually all California Community Colleges use it
 - No signature page needed
 - Email required
- Communicate with students via personal email
- No changes for Continuing Education students

Student Implementation Challenges

- Changing business practices and culture
 - Correcting bad practices
 - Changing practices can change individual responsibilities
- Hiring Freeze
 - Implementation and maintenance of Datatel requires more employee resources than the old system.
 - A shortage of resources may result in lower quality services and products.

ITS Implementation--Conversion

College Credit (Glink)

- Demographics—491,316
- Admissions—42,955
- Highs School—100,000
- Student profile—501,374
- Enrollment—3,954,740
 - 2009 Spring 90,711
 - Historical GPAs 48,155
 - CBE/AP/Waives 35,973
- Transfer Work—150,000
- Placement Tests—30,000
- Proficiency Tests—30,000
- Student Balances—150,000
- Restrictions—50,000
- Transcript Reqs—50,000
- Degrees/Certs—50,000
- Academic Standing—150,000

Non Credit (Glink & ASAP)

- Demographics—102,791
- Student Profile—100,000
- High School
- Enrollment
 - Glink—150,000
 - ASAP—400,000
- Transfer Work
 - Glink—100,000
 - ASAP—100,000
- Placement Tests
- Proficiency Tests
- Degrees
- Transcript Reqs

ITS Implementation—3rd Party Applications

- Astra Schedule
 - Section/Facilities Scheduling Software
- CI Track
 - Attendance software for both College Credit and Non Credit
- Official Payments
 - Credit Card Payments for College Credit and Community Services
- CCCApply
 - Online Applications

ITS Implementation—Customizations

- Customization Priorities
 - MIS/State Requirement
 - Workflow—time savings
- Prioritizations
 - By live
 - Soon after live
 - Whenever we can get to it

ITS — Current Concerns

- Performance
 - Oracle
 - WebAdvisor
- Continued Customization Requests
 - New Requests
 - Reports
- Communication/Change

ITS—Future

- Cut \$2.5 million from Datatel Budget
 - Customizations
 - Conversion
 - Documentation
- \$500,000 remaining budget
 - Funding for specialized consulting
 - Document Imaging System
 - Portal

Questions

- Questions

DISTRICT CONSTRUCTION PROJECTS

DATE: April 3, 2009

PROGRESS SCHEDULE

PERCENTAGE COMPLETE

Bids 1053- 65	SCC	\$25,500,000.00	LPA	SCHEDULED																														
	Science Building				5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	96	97	98	99	100						
		\$ 2,082,598.50		ACTUAL																														
BOARD APPROVED 9/24/2007	DRAWINGS APPROVED	BIDS DUE 11-6-07 & 11-7-08	CONTRACT AWARDED	4/3/2009 Electrical, Mechanical and Plumbing work is progressing including the steel partitions and drywall.																														
CONSTRUCT. STARTED 1/28/2008	SCHEDULED COMPLETION TBD	REVISED COMPLETION	CHANGE ORDERS																															
		\$ -		SCHEDULED																														
				ACTUAL																														
BOARD APPROVED	DRAWINGS APPROVED	BIDS DUE	CONTRACT AWARDED																															
CONSTRUCT. STARTED	SCHEDULED COMPLETION	REVISED COMPLETION	CHANGE ORDERS																															
Bid # 1087	SCC	\$ 7,500,000.00	LPA	SCHEDULED																														
	M & O Bldg. & Park. Lot General Contractor	\$ 7,970,000.00	MEPCO	ACTUAL	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	96	97	98	99	100						
BOARD APPROVED 4/21/2008	DRAWINGS APPROVED	BIDS DUE 4/3/2008	CONTRACT AWARDED	11/18/2008 Concrete footings 70% Sewer line 30% Masonry underway. 12/10/08 Retaining wall being formed Masonry work 25% Securing construction area with sand bages. 1/15/2009 Retaining walls 30% Masonry	work 35% underground utilities 30%										2/19/2009 Retaining Walls 75%, Masonry 80%, Underground utilities 80%. 4/3/2009 The project is continually behind schedule. District staff is scheduling a second meeting with Legal counsel										and MEPCO to discuss a recovery schedule.									
CONSTRUCT. STARTED	SCHEDULED COMPLETION	REVISED COMPLETION	CHANGE ORDERS																															
Bid # 1094	SAC Diesel & Welding Lab Exhaust Upgrade	\$ 300,000.00	Fundament	SCHEDULED																														
	General Contractor	\$ 327,400.00	Anderson A.C.	ACTUAL	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	96	97	98	99	100						
BOARD APPROVED	DRAWINGS APPROVED	BIDS DUE 11/20/2008	CONTRACT AWARDED	10/10/2008 Consultants are preparing Bid Package for advertisement. 1st.adv. 10/23, 2nd. adv.10/30, Job walk 10/31. 11/18/2008 Bids due 11/20/2008 12/10/08 Six Bids were received 11/20/08 They ranged from \$327,400. to \$510,370.	1/15/2009 Low Bid scheduled for Board approval on 2/2/09 2/19/09 NTP issued waiting for receipt of contractors paperwork. 4/3/2009 Paperwork received. Scheduling meeting with contractor and project team										members.																			
CONSTRUCT. STARTED	SCHEDULED COMPLETION	REVISED COMPLETION	CHANGE ORDERS																															
Bid #	CEC Improv.		LPA	SCHEDULED																														
	General Contractor			ACTUAL	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	96	97	98	99	100						
BOARD APPROVED	DRAWINGS APPROVED	BIDS DUE	CONTRACT AWARDED	2/19/09 Drawings are into DSA for backcheck approval. 4/3/2009 Waiting receipt of drawings from DSA.																														
CONSTRUCT. STARTED	SCHEDULED COMPLETION	REVISED COMPLETION	CHANGE ORDERS																															

4/13/09

DISTRICT CONSTRUCTION PROJECTS

DATE: April 3, 2009

PROGRESS SCHEDULE

PERCENTAGE COMPLETE

	SAC	\$300,000.00	IBI Group	SCHEDULED																								
	Gym Floor Replacement				5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	96	97	98	99	100
	General Contractor	\$1,234,000.00	Gen. Consol. Con	ACTUAL																								
BOARD APPROVED	DRAWINGS APPROVED	BIDS DUE	CONTRACT AWARDED 4/3/2009	1/15/09 Meeting scheduled with SAC staff and IBI group on 1/16/09 to review flooring material and schedule.	4/3/09 Bids received and apparent low Bidder is General Consolidated Const. NTP was issued on 4/3/09. Contractor has mobilized and demolition is underway.																							
CONSTRUCT. STARTED 4/3/2009	SCHEDULED COMPLETION 8/15/2009	REVISED COMPLETION	CHANGE ORDERS	2/19/2009 Bid advertisement 2/18/09 and 2/25/09. Job walk 2/27/09 Bids Due 3/18/09																								

	SAC	\$ 1,600,000.00	IBI Group	SCHEDULED																								
	Gym Restroom Addition				5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	96	97	98	99	100
	General Contractor	\$1,234,000.00	Gen. Consol. Con	ACTUAL																								
BOARD APPROVED	DRAWINGS APPROVED	BIDS DUE	CONTRACT AWARDED 4/3/2009	1/15/09 Meeting scheduled with SAC staff and IBI group on 1/16/09 to review scope of work and schedule.	4/3/09 Bids received and apparent low Bidder is General Consolidated Const. NTP was issued on 4/3/09. Contractor has mobilized and demolition is underway.																							
CONSTRUCT. STARTED 4/3/2009	SCHEDULED COMPLETION 4/3/2010	REVISED COMPLETION	CHANGE ORDERS	2/19/2009 Bid advertisement 2/18/09 and 2/25/09. Job walk 2/27/09 Bids Due 3/18/09																								

	SAC		IBI Group	SCHEDULED																								
	Fire Sprinkler Installation				5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	96	97	98	99	100
	General Contractor	\$ 1,234,000.00	Gen. Consol. Con	ACTUAL																								
BOARD APPROVED	DRAWINGS APPROVED	BIDS DUE	CONTRACT AWARDED	1/15/09 Meeting scheduled with SAC staff and IBI group on 1/16/09 to review scope of work and schedule.	4/3/09 Bids received and apparent low Bidder is General Consolidated Const. NTP was issued on 4/3/09. Contractor has mobilized and demolition is underway.																							
CONSTRUCT. STARTED 4/3/2009	SCHEDULED COMPLETION 8/15/2009	REVISED COMPLETION	CHANGE ORDERS	2/19/2009 Bid advertisement 2/18/09 and 2/25/09. Job walk 2/27/09 Bids Due 3/18/09																								

				SCHEDULED																								
	General Contractor				5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	96	97	98	99	100
	General Contractor			ACTUAL																								
BOARD APPROVED	DRAWINGS APPROVED	BIDS DUE	CONTRACT AWARDED																									
CONSTRUCT. STARTED	SCHEDULED COMPLETION	REVISED COMPLETION	CHANGE ORDERS																									

				SCHEDULED																								
	General Contractor				5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	96	97	98	99	100
	General Contractor			ACTUAL																								
BOARD APPROVED	DRAWINGS APPROVED	BIDS DUE	CONTRACT AWARDED																									
CONSTRUCT. STARTED	SCHEDULED COMPLETION	REVISED COMPLETION	CHANGE ORDERS																									

DISTRICT CONSTRUCTION PROJECTS

DATE: April 3, 2009

PROGRESS SCHEDULE

PERCENTAGE COMPLETE

	SAC Child Dev. Center	\$ 7,500,000.00		SCHEDULED																								
	Multiple-Prime Contractors			ACTUAL	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	96	97	98	99	100
BOARD APPROVED	DRAWINGS APPROVED	BIDS DUE	CONTRACT AWARDED	10/10/2008 Bernards is preparing Scopes of Work into separate Bid Packages 11/18/2008 Meeting held with CDC staff.	and LPA to review Bid Packages and schedule for bidding. 1/15/2009 Finalizing details with HED for preparing Bid Packages.										4/3/09 Addendums issued and Bid date has been changed to 4/14 and 4/16													
CONSTRUCT. STARTED	SCHEDULED COMPLETION	REVISED COMPLETION	CHANGE ORDERS	Bernards continuing to develop the Bid packages 12/10/2008 Meeting held with (Arch) HED	2/19/2009 Project out to Bid. Bids are due March 24 & 26.																							

Bid # 1087	SAC Street Improvements	\$ 100,000.00		SCHEDULED																								
	General Contractor	\$ 119,000.00	EMAE Inter.	ACTUAL	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	96	97	98	99	100
BOARD APPROVED 2/4/2008	DRAWINGS APPROVED	BIDS DUE 6/24/2008	CONTRACT AWARDED 4/2/2008	6/11/08 Project out to Bid. Bids due 6/24/2008 7/10/08 Bids received from a low of \$119,000.- 281,000. Scheduled for Board approval 7/21/08. The low Bidder is EMAE Inter.	8/11/08 Pre-construction meeting held with City. Residents have been notified of the street detours Construction to start 9/11/08 Utility work in College Ave. 100%. Work at the intersection of College Ave. and and Martha is underway.										10/10/2008 Manhole work underway at the intersection of Martha and College. 1/15/2009 Work is progressing at the intersection 2/19/2009 Work is complete. Preparing punch list. 4/3/2009 Completing work outlined on the Punch List.													
CONSTRUCT. STARTED 4/17/2008	SCHEDULED COMPLETION 7/18/2008	REVISED COMPLETION	CHANGE ORDERS																									

Bid # 1090	SAC Fire Alarm Replacement	\$1,450,000.00	Fundament	SCHEDULED																								
11/10/2008	General Contractor	\$ 890,000.00	FEI Enterprises	ACTUAL	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	96	97	98	99	100
BOARD APPROVED 10/13/2008	DRAWINGS APPROVED	BIDS DUE	CONTRACT AWARDED	11/18/2008 Pre-construction meeting held Contractor has mobilized. Trenching is underway. 12/10/08 Phase (2) trenching complete Scheduling phase (1) trenching and building surveying.	1/15/09 Phase 1 & 2 trenching complete. Building "R" & "L" electrical work 85% Scheduling device installation. 2/19/09 All Buildings in Phases # 1, 2, & 3 are complete and testing is 85%. 4/3/2009 Testing of all Buildings are										continuing in each of the Phases.													
CONSTRUCT. STARTED	SCHEDULED COMPLETION	REVISED COMPLETION	CHANGE ORDERS																									

Bid # 1051	SAC Classroom & M & O	\$ 11,400,000.00	LPA	SCHEDULED																								
	General Contractor	\$ 10,662,434.00	EMAE Inter.	ACTUAL	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	96	97	98	99	100
BOARD APPROVED 10/15/2007	DRAWINGS APPROVED	BIDS DUE Oct 2, 2007	CONTRACT AWARDED 11/5/2007	11/18/08 Classroom Roofing 90%. Roof top units set. M&O Concrete Slabs 100% Site Masonry 70%. 12/10/2008 Classroom interior finishes 50%, Elevator 95%, Scheduling asphalt paving. M&O Masonry 90% Structural steel	canopy 50%. Point of connection for gas line has been determined. 1/15/2009 Classroom interior finishes 85% Re-scheduling elevator inspection. Asphalt pavement complete. Scheduling furniture delivery. M & O 60% complete.										2/19/2009 Classroom Building complete. Finalizing Punch work. Concession Bldg. 90% M & O 75%. 4/3/2009 Punch list items for the Classroom and Concession Building are 70%. M&O Building is 80% complete.													
CONSTRUCT. STARTED 11/5/2007	SCHEDULED COMPLETION 12/29/2008	REVISED COMPLETION	CHANGE ORDERS																									

DATE: April 3, 2009

DISTRICT COMPLETED PROJECTS

PERCENTAGE COMPLETE

Bid 1046	SCC	\$2,100,000.00	LPA	SCHEDULED																								
	Softball Field				5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	96	97	98	99	100
		\$ 2,082,598.50	Env. Constr. Inc.	ACTUAL																								
BOARD APPROVED 9/24/2007	DRAWINGS APPROVED	BIDS DUE 9/12/2007	CONTRACT AWARDED	10/10/2008 Punch List Inspection made and issued. Punch List is 50% complete. 11/18/2008 Punch List 100% complete																								
CONSTRUCT. STARTED 10/15/2007	SCHEDULED COMPLETION 120 Days 2/18/08	REVISED COMPLETION	CHANGE ORDERS	Notice of Completion filed. No further report.																								

Bid # 1075	SCC Condensing Units & Boiler Replacement			SCHEDULED																								
	Mechanical Contractor	\$ 281,400.00	Los Angeles A.C.	ACTUAL	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	96	97	98	99	100
BOARD APPROVED 2/4/2008	DRAWINGS APPROVED	BIDS DUE 1/23/2008	CONTRACT AWARDED 4/2/2008	6/11/08 Units have been placed on the roof. Piping of the units are underway. 7/10/08 Units are operating. Scheduling final closeout. 8/11/2008 Punch list inspection made Work underway.	9/11/08 Punch List work complete. Scheduling inspection to close project. 10/10/08 Inspection and training being scheduled. 11/18/2008 Training complete. NOC filed No further report.																							
CONSTRUCT. STARTED 4/17/2008	SCHEDULED COMPLETION 7/18/2008	REVISED COMPLETION	CHANGE ORDERS																									

Bid # 1045	SAC			SCHEDULED																								
	Relocate 6 Portables				5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	96	97	98	99	100
	General Contractor	\$ 270,000.00	Sturgeon General	ACTUAL																								
BOARD APPROVED	DRAWINGS APPROVED	BIDS DUE 5/16/2007	CONTRACT AWARDED	5-16-07 One Bid received 5-16-07 8/7/2007 Portables relocated. Electrical 90% ADA Ramps 90%. Netting re-anchored 8/23/2007 Portables complete. Waiting delivery of electrical panel due 8/24	9/10/2007 Electrical panel delivered and installed. Working on completion of Punch List 9/19/2007 Punch List complete. Preparing NOC 10/11/07 NOC filed. Work complete, no further report.																							
CONSTRUCT. STARTED 6/15/2007	SCHEDULED COMPLETION 7/26/2007	REVISED COMPLETION	CHANGE ORDERS																									

Bid # 1091	SAC	\$ -	Fundament	SCHEDULED																								
	UPS Installation				5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	96	97	98	99	100
	Electrical Contractor	\$ 37,000.00	Academy Elec.	ACTUAL																								
BOARD APPROVED	DRAWINGS APPROVED	BIDS DUE	CONTRACT AWARDED 10/23/2008	12/10/08 DSA has approved the drawings. UPS platform is being priced for fabrication, electrical work underway. 1/15/2009 UPS platform complete and delivered to site. UPS scheduled for installation the weekend of 1/16/09	2/19/09 UPS Installation complete. Punch List issued and all items complete. NOC issued. No further report																							
CONSTRUCT. STARTED	SCHEDULED COMPLETION	REVISED COMPLETION	CHANGE ORDERS																									

Bid # 1040	SAC Track Resurfacing	\$ 185,000.00		SCHEDULED																								
	General Contractor	\$ 198,100.00	Atlas Track	ACTUAL	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	96	97	98	99	100
BOARD APPROVED	DRAWINGS APPROVED	BIDS DUE 4/17/2007	CONTRACT AWARDED 5/11/2007	10/11/07 NOC filed. Work complete no further report.																								
CONSTRUCT. STARTED	SCHEDULED COMPLETION	REVISED COMPLETION	CHANGE ORDERS																									

Item 2.9

DISTRICT SAFETY AND SECURITY

DATE: 4/13/2009
TO: PETER HARDASH
CC:
FROM: AL CHIN, DIRECTOR, DISTRICT SAFETY AND SECURITY
RE: SAC FIRE SAFETY SYSTEMS UPDATE

Here is a brief update on the status of the fire safety systems at SAC.

The fire alarm replacement project, phase one, is nearing completion. The contractor has a few more items to do: install flow switches in the P and K buildings, install a relay for the fire extinguishing system at the cafeteria to connect it to the new alarm system; remove old control panels in several buildings; patch and paint, and inspect and test. They expect to complete the project on schedule, by May 8, 2009.

We expect to begin phase two of the project soon after completion of phase one. This project will connect all the individual building fire alarm systems to the main control panel at the Campus Safety office. Phase two will be done by December of this year.

We have completed the five year certification of the wet fire safety systems on campus. Fire hoses throughout the campus have been replaced; sprinklers in several buildings that were fifty years or older have been replaced; and standpipes and hydrants have been inspected and flow tested. Three buildings have not passed, due to lack of adequate water supply for their sprinklers and hoses: the Gym, H, and W buildings. A plan to address this problem is included in the Gym Floor, ADA Restrooms and Fire Sprinklers project, just underway.

Water supply for SAC fire safety systems is being evaluated. On campus hydrants have been tested, and only one hydrant, near the gym, is substandard. We anticipate that when we install the new 12 inch fire water supply line on Bristol Street and tie it in to the new line on College Ave, this will provide adequate water to solve the problem in the G, H and W buildings, boost the flow and pressure at the hydrant near the Gym, boost flow and pressure for existing fire safety systems, and provide adequate fire water supplies for future expansion projects at SAC.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC
April 13, 2009**

MANAGEMENT

Employment Agreement/Attachment #1

Mercado-Cota, Teresa
Assistant Dean
Student Services
Santa Ana College

Stipends

Gonzalez, Zeferina
Associate Director
SAC Child Development Center
Child Development Services
District

Effective: January 1 – June 30, 2009
Stipend: \$350/Month
Reason: Acting Director I

McBee, Deborah
Director II
SAC Child Development Center
Child Development Services
District

Effective: January 1 – June 30, 2009
Stipend: \$1,100/Month
Reason: Additional Work

FACULTY

Interim Assignment

Ramirez, Alicia
Acting Master Teacher (50%)
SAC Child Development Center
Child Development Services
District

Effective: February 2 – June 30, 2009
Salary Placement: MT/BA-1 \$37,132/Year
(Remains Teacher/50% Concurrently)

Ratification of Resignations/Retirements

Case, Stewart
Professor, High School Subjects
Continuing Education Division/CEC
Santa Ana College

Effective: May 29, 2009
Reason: Retirement

FACULTY (CONT'D)

Stipends

Baldizon-Rios, Nena
Counselor
Counseling and Student Support Services Division
Santiago Canyon College

Effective: April 13, 2009
Amount: \$1,018
Reason: Program Facilitation/
Basic Skills Initiative (Grant)

Isbell, James
Associate Professor, English
Humanities and Social Sciences Division
Santiago Canyon College

Effective: April 13, 2009
Amount: \$1,500
Reason: Curriculum Development/
Basic Skills Initiative (Grant)

Moore, Amber
Assistant Coach, Women's Track & Field
Exercise Science Division
Santa Ana College

Effective: March 17, 2009
Amount: \$1,750
Reason: Coaching

Oyenoki, Sharla
Master Teacher
SAC Child Development Center
Child Development Services
District

Effective: February 2 – June 30, 2009
Amount: \$300/Month
Reason: Acting Assistant Director

Perry, Janis
Counselor
Counseling and Student Support Services Division
Santiago Canyon College

Effective: April 13, 2009
Amount: \$1,018
Reason: Program Facilitation/
Basic Skills Initiative (Grant)

Roe, Maureen
Associate Professor, English
Humanities and Social Sciences Division
Santiago Canyon College

Effective: April 13, 2009
Amount: \$1,500
Reason: Curriculum Development/
Basic Skills Initiative (Grant)

Tragarz, Roberta
Associate Professor, English
Humanities and Social Sciences Division
Santiago Canyon College

Effective: April 13, 2009
Amount: \$1,500
Reason: Curriculum Development/
Basic Skills Initiative (Grant)

FACULTY (CONT'D)

Stipends (cont'd)

Wright, Sharon
Counselor
Counseling and Student Support Services Division
Santiago Canyon College

Effective: April 13, 2009
Amount: \$610.80
Reason: Program Facilitation
Basic Skills Initiative (Grant)

Adjusted Part-time/Hourly FARSCCD Rate due to Column Change

Covington, Barbara
Instructor, Theatre Arts
Fine and Performing Arts Division
Santa Ana College

Effective: March 23, 2009
Hourly Lecture/Lab Rate: III-3 \$57.03/\$48.48

Part-time/Hourly Hires/Rehires

Ham, Eric
Instructor, Fire Technology
Fire Academy
Human Services and Technology Division
Santa Ana College

Effective: March 30, 2009
Hourly Lecture/Lab Rate: I-3 \$51.73/\$43.97

Moore, Rick
Instructor, Criminal Justice
Criminal Justice Academy
Human Services and Technology Division
Santa Ana College

Effective: March 23, 2009
Hourly Lecture/Lab Rate: I-3 \$51.73/\$43.97

Valdovinos, Victor
Instructor, Public Works (equivalency)
Instructional Services and Career Education Division
Santiago Canyon College

Effective: April 7, 2009
Hourly Lecture Rate: II-3 \$54.32

Vonheim, Annie
Instructor, Business/Management/Marketing (equivalency)
Business Division
Santa Ana College

Effective: April 15, 2009
Hourly Lecture Rate: I-3 \$51.73

**AGREEMENT FOR EMPLOYMENT OF ACADEMIC ADMINISTRATOR
BETWEEN THE GOVERNING BOARD OF THE RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT OF ORANGE COUNTY AND TERESA MERCADO-COTA**

This EMPLOYMENT AGREEMENT (hereinafter "Agreement") is entered into by and between the GOVERNING BOARD of and on behalf of the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (hereinafter "District") and Teresa Mercado-Cota (hereinafter "Employee"). The District and the Employee hereby agree to this contract of employment with the following terms and conditions:

1. POSITION. The District hereby employs the Employee as Assistant Dean of Student Services for the District. The Employee is an academic employee as defined by Education Code section 87001(a), an administrator as defined by Education Code section 87002(a), and a management employee as defined by Government Code section 3540.1(g).

2. STATUTORY AUTHORIZATION FOR AGREEMENT. This Agreement is a contract of employment entered into pursuant to Education Code section 72411. Any notice of non-reemployment in the position must be given by the District by March 15 of the year in which this Agreement terminates.

3. TERM. The District hereby employs the Employee as Assistant Dean of Student Services for a period of two (2) years, commencing on March 24, 2009, and terminating on June 30, 2010. If, prior to June 30 of any year other than the last year of this Agreement the District does not send or deliver a written notice to the Employee that this Agreement shall not be extended for an additional year, then this Agreement automatically shall be extended for one more year. This provision shall not be interpreted in any way to authorize any extended Agreement to be for a term of more than two (2) years.

4. MAXIMUM CASH SETTLEMENT UPON ANY TERMINATION OF THIS AGREEMENT. Regardless of the term of this Agreement, if it is terminated by the Governing Board prior to the date on

which the term of this Agreement would have otherwise expired, the maximum cash settlement that the Employee may receive shall be an amount equal to the monthly salary of the Employee multiplied by the number of months remaining on the unexpired term of this Agreement. However, if the unexpired term is greater than eighteen (18) months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by eighteen (18). Any cash settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement, or until the Employee finds other employment, whichever comes first. Again, however, if the unexpired term is greater than eighteen (18) months, the maximum time for continued health benefits paid for by the District shall be eighteen (18) months. The intent of this provision is to satisfy the requirements in Government Code sections 53260-53264, and shall be interpreted consistently with those statutes.

5. SALARY. The salary of the Employee shall be \$123,048 per school year (July 1 through June 30). The salary shall be paid in twelve (12) equal monthly installments. The District reserves the right to increase the annual salary of the Employee for any or all years of this Agreement. However, any action to increase the salary of the Employee shall not be interpreted as any new contract of employment or any extension thereto. The District also reserves the right to decrease the annual salary of the Employee for any future year(s) 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. Any action to decrease the salary of the Employee shall not be interpreted as any new contract of employment or any extension thereto.

6. DUTIES. The Employee shall have such duties, which are listed in any Job Description for the Employee's position and those that are delegated to the Employee by the Chancellor or other supervisor. The Governing Board may adopt or amend at any time a Job Description for the Employee's position, which is not inconsistent with the terms of this Agreement. The Chancellor, with the approval of the Governing

Board, may transfer or reassign the Employee to any administrative position in the District during the term of this Agreement but there shall be no loss of compensation solely due to such discretionary transfer or reassignment. The Chancellor with the approval of the Governing Board may change the title of the Employee's position during the term of this Agreement but there shall be no loss of compensation solely due to such discretionary action.

7. LENGTH OF WORK YEAR AND VACATION BENEFITS. The Employee is a full-time administrator with a work year of twelve months per year. The Employee is an exempt employee and is ineligible for overtime pay and ineligible for compensatory time off. The Employee is expected to devote full efforts and energies to the position, although the Employee may be absent for holidays designated by the District and shall be entitled to accrue two and one-quarter (2 ¼) vacation days for each month of service. The Employee may not accumulate more than fifty-four (54) days of unused vacation as of July 1st of any given year. The Employee may be an instructor in no more than one class per semester for additional compensation, but such additional work must not tend to impair the effectiveness of the Employee or interfere with the Employee's duties. The Employee also on an infrequent basis may be assigned to an extra pay assignment of a temporary nature for additional compensation but such assignment must be approved in writing by the Governing Board prior to the commencement of the assignment.

8. PROFESSIONAL MEETINGS AND ACTIVITIES. Prior approval by the Chancellor shall be obtained for the Employee to attend any function or meeting related to the Employee's employment with the District. The reasonable and necessary expenses of attendance by the Employee at such a function or meeting shall be paid by the District only if there is approval by the Chancellor. The Employee may undertake outside professional activities including consulting, speaking and writing, either with or without compensation provided such activities do not tend to impair the effectiveness of the Employee or interfere

with the Employee's duties. In those cases in which the Employee engages in outside professional activities which generate a fee for services, the Employee shall utilize vacation days as provided for under the terms of this Agreement. This requirement to utilize vacation days shall not apply to the possible infrequent occasion where the Employee engages in such professional activities early in the morning, at lunchtime or late in the day and still works a full workday for the District.

9. EVALUATION PROCEDURE. The Employee may be evaluated in writing at any time pursuant to any policies or procedures adopted by the Governing Board. The immediate supervisor shall evaluate the Employee in writing utilizing any goals and objectives, any self-assessment, the Employee's Job Description, input of other employees, and/or other duties of the Employee. No evaluation is required prior to any notice of non-reemployment in provision two or any notice of non-extension in provision three. Such notices are within the sole discretion of the District.

10. TERMINATION OF THIS AGREEMENT DURING ITS TERM. The Governing Board may terminate this Agreement during its term if there is a material and substantial breach of this Agreement or for just cause. The Governing Board, prior to terminating this Agreement under this provision, must give the Employee thirty (30) days prior written notice which shall contain a reasonably detailed statement of the charges and materials upon which the proposed termination is based. The Governing Board also must give the Employee the right to respond either orally or in writing prior to the proposed effective date of the termination, and also must give the Employee a right to an evidentiary hearing before the Governing Board before the proposed termination is made final.

11. ANY RIGHT TO OTHER EMPLOYMENT WITH THE DISTRICT. In the event the term of this Agreement is not extended or another Agreement entered into, or in the event that this Agreement is terminated during its term, the Employee has retreat rights to a faculty position in the following faculty

service area(s): Counseling. The Employee has the responsibility to present the necessary transcripts and materials to the District pursuant to current policies and procedures in order to maintain any current faculty service area or acquire faculty service areas. This provision shall not be interpreted to mean that the Governing Board may not terminate all employment rights of the Employee pursuant to applicable law.

12. RESIGNATION. The Employee may resign from employment at any time during the term of this Agreement upon ninety (90) days prior written notice to the Governing Board or upon a shorter period of time as may be approved by the Governing Board.

13. MEDICAL EXAMINATION. Upon request of the Governing Board or the Chancellor, the Employee agrees to undergo a comprehensive physical and/or psychiatric examination to determine if the Employee is able, with or without reasonable accommodation, to perform the essential functions of the Employee's position. The costs of any such examination shall be paid for by the District. A confidential written report regarding any such examination shall be filed with the Governing Board or the Chancellor indicating whether the Employee is able, with or without reasonable accommodation, to perform the essential functions of the Employee's position.

14. HEALTH BENEFITS. The Employee shall be provided with all health benefits generally provided to all other administrators in the District on the same terms and conditions.

15. SEVERABILITY. If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall be deemed invalid, but all other provisions shall continue in full force and effect.

16. This Agreement supersedes all Board Policies, rules, regulations, handbooks and practices inconsistent with or in conflict with this Agreement.

17. MANDATORY MEDIATION AND ARBITRATION OF ANY EMPLOYMENT DISPUTE.

The Employee and the District hereby agree that any dispute, claim or controversy arising out of the employment relationship, including, but not limited to, alleged violation(s) of federal, state and/or local statutes, including those prohibiting harassment and discrimination, and any other claims, including alleged violations of any provisions in 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 the Judicial Arbitration & Mediation Services/Endispute (J.A.M.S.). 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 Employee and the District hereby agree that they have carefully read Attachment "A" and knowingly agree to all of its contents, and knowingly agree to the covenant to mediate and arbitrate all employment disputes contained in Attachment "A".

18. The Employee and the District agree that this Agreement is not binding or enforceable unless it is ratified by the Governing Board at a meeting of the Governing Board.

EMPLOYEE

DATE

FOR THE DISTRICT

DATE

DATE AGREEMENT APPROVED/RATIFIED BY THE BOARD: APRIL 13, 2009

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET

CLASSIFIED

APRIL 13, 2009

CLASSIFIED

Change in Title/Revised Job DescriptionAttachment #1

From: Financial Aid Advisors
Financial Aid Loan Specialist

To: Financial Aid Analyst Grade 11

Longevity Increments

Arrendondo, Abel
Student Support Services Program
Specialist/ Student Services/ SAC

Effective: June 1, 2009
Grade 13, Step 6 + 2.5%L \$5034

Carpenter, Patricia
Administrative Secretary/ Resource
Development/ District

Effective: April 1, 2009
Grade 12, Step 6 + 3PG + 7.5%L \$5142

Casares, Diana
Job Placement Coord./ Counseling/ SCC

Effective: May 1, 2009
Grade 13, Step 6 + 5PG + 2.5%L
\$5242.33

Castillo Lokos, Carmina
Sr. Payroll Specialist/ Payroll/ District

Effective: April 1, 2009
Grade 12, Step 6 + 2.5%Bil + 1PG + 10%L
\$5292.67

Cervantes, Eduardo
Student Services Specialist/ Student
Services/ SCC

Effective: May 1, 2009
Grade 10, Step 2 + 5PG + 2.5%L
\$3682.17

Demaria, Steven
District Safety Officer/ District

Effective: June 1, 2009
Grade 9, Step 5 + 5%SW + 2.5%L \$4161

Dulalas, Luminacion
Sr. Admissions & Records Spec./ SCC

Effective: April 1, 2009
Grade 11, Step 6 + 4PG + 7.5%L
\$4931.67

Lohman, Suzanne
Student Services Coord./ Transfer Ctr./
SAC

Effective: April 1, 2009
Grade 15, Step 3 + 5PG + 2.5%L \$4962

Longevity Increments cont'd

Lozada, Claudia Administrative Clerk/ Child Dev. Serv./ Orange Education Center	Effective: April 1, 2009 Grade 10, Step 6 + 2.5%Bil + 2.5%L \$4454
Martin, Sheryl Executive Secretary/ Orange Education Center	Effective: June 1, 2009 Grade 14, Step 6 + 2.5%L \$5306
McKelvey, Nadine Admissions & Records Spec. III/ SCC	Effective: May 1, 2009 Grade 10, Step 6 + 5PG + 2.5%L \$4556.33
Orozco, Christina Sr. Clerk/ School of Continuing Educ./ MPEC	Effective: April 1, 2009 Grade 8, Step 6 + 2.5%Bil + 2.5%L \$4096
Padilla, Beatriz Auxiliary Services Spec./ School of Continuing Educ./ SAC	Effective: May 1, 2009 Grade 10, Step 6 + 2.5%L \$4348
Ryan, Olivia HR Tech./ District	Effective: April 1, 2009 Grade 11, Step 6 + 10%L \$4876
Thomas, Elizabeth Financial Aid Loan Specialist/ SCC	Effective: April 1, 2009 Grade 12, Step 6 + 2.5%L \$4784
Tlaseca, Steven Sr. Clerk/ School of Continuing Educ./ SAC	Effective: May 1, 2009 Grade 8, Step 6 + 2.5%Bil + 4PG + 2.5%L \$4262.67
Tuon, Sophanareth Sr. Custodian/ Admin. Services/ SAC	Effective: June 1, 2009 Grade 7, Step 6 + 5%SW + 2.5%L \$4028

Professional Growth Increment

Tlaseca, Steven Sr. Clerk/ School of Continuing Educ./ SAC	Effective: May 1, 2009 Grade 8, Step 6 + 2.5%Bil + 2.5%L + 6PG \$4346
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Out of Class Assignment

Chamness, Greg
Lead Maintenance/ Admin. Services/ SAC
Effective: 03/1/09 – 03/20/09
Grade 14, Step 4 + 7.5%L \$5044

Change in Location

Larson, Nancy
Administrative Secretary (Reorg 630)
From: Fiscal Services
To: Facilities & Campus Support
Effective: March 24, 2009
Grade 12, Step 6 + 2.5%L \$4784

Change in Position

Banh, Tai
From: Financial Aid Advisor
To: Financial Aid Analyst (Reorg 618)
SAC
Effective: April 14, 2009
Grade 11, Step 6 + 2.5%Bil + 5%L \$4766

Bryant, Francyne
From: Financial Aid Advisor
To: Financial Aid Analyst (Reorg 618)
SAC
Effective: April 14, 2009
Grade 11, Step 6 + 2PG + 10%L \$4959.33

Dominick, Robert
From: Financial Aid Advisor
To: Financial Aid Analyst (Reorg 618)
SAC
Effective: April 14, 2009
Grade 11, Step 6 \$4433

Estell, Sonya
From: Financial Aid Advisor
To: Financial Aid Analyst (Reorg 618)
SCC
Effective: April 14, 2009
Grade 11, Step 6 \$4433

Gunderson, Linda
From: Financial Aid Advisor
To: Financial Aid Analyst (Reorg 618)/
SCC
Effective: April 14, 2009
Grade 11, Step \$ + 1PG \$4061.67

Martinez, Michael
From: Financial Aid Advisor
To: Financial Aid Analyst (Reorg 618)
SAC
Effective: April 14, 2009
Grade 11, Step 5 + 2.5%Bil \$4328

Change in Position cont'd

Myers, Jacqueline
From: Financial Aid Loan Specialist
To: Financial Aid Analyst (Reorg 618)
SCC

Effective: April 14, 2009
Grade 12, Step 6 + 7.5%L \$5017
(Red Circled)

Nacito, Dorothy
From: Financial Aid Advisor
To: Financial Aid Analyst (Reorg 618)
SAC

Effective: April 14, 2009
Grade 11, Step 6 \$4433

Ruiz, Lupe
From: Student Services Specialist
To: High School & Comm. Outreach Spec.
(Reclass 624)/ EOPS/ SAC

Effective: January 1, 2009
Grade 13, Step 5 + 4PG + 5%L \$5075.67

Scolaro, Denise
From: Financial Aid Advisor
To: Financial Aid Analyst (Reorg 618)
SAC

Effective: April 14, 2009
Grade 11, Step 3 + 4PG \$3903.33

Thomas, Elizabeth
From: Financial Aid Loan Specialist
To: Financial Aid Analyst (Reorg 618)
SCC

Effective: April 14, 2009
Grade 12, Step 6 + 2.5%L \$4784
(Red Circled)

Torres Carranza, Maria
From: Student Services Specialist
To: High School & Comm. Outreach Spec.
(Reclass 625)/ EOPS/ SAC

Effective: January 1, 2009
Grade 13, Step 5 + 2PG + 2.5%Bil +
7.5%L \$5225.33

Welch, Glenda
From: Financial aid Advisor
To: Financial Aid Analyst (Reorg 618)
SAC

Effective: April 14, 2009
Grade 11, Step 6 + 2.5%L \$4544

Change in Salary Placement

Connally, Chris
Library Technician/ SAC

Effective: February 9, 2009
Grade 9, Step 5 \$3870

Change in Salary Placement cont'd

Leeper, Dayna
District Safety Officer/ District

Effective: March 16, 2009
Grade 9, Step 6 + 7.5% L + 7.5%GY
\$4674

Mills, Linda
Library Technician II/ SAC

Effective: February 9, 2009
Grade 12, Step 6 + 5%L \$4900

Return from Leave

Espinosa, Laura
Administrative Clerk/ Academic Affairs/
SCC

Effective: March 30, 2009
Grade 10, Step 5 + 3PG \$4165

Ratification of Resignation/Retirement

Monge, Elizabeth
Student Services Coordinator/ Student
Affairs/ SAC

Effective: March 25, 2009
Reason: Resignation

CLASSIFIED HOURLY

Professional Growth Increment

Chaidez, Maria
Career Guidance Specialist/ Counseling/
SCC

Effective: May 1, 2009
Grade 11, Step A + 2PG \$19.95/Hour +
\$41.67/Mo. PG

Longevity Increment

Conway, Chris
Instructional Assistant/ Library/ SCC

Effective: May 1, 2009
Grade 5, Step A + 6PG + 2.5%L
\$16.03/Hour + \$125.00/Mo. PG

Daniels, Lani
Library Tech./ SCC

Effective: January 1, 2009
Grade 9, Step A + 1PG + 2.5%L
\$18.73/Hour + \$20.83/Mo. PG

Lehman, Kathleen
Learning Facilitator/ Learning Center/ SAC

Effective: June 1, 2009
Grade 8, Step A + 7.5%L \$18.84/Hour

Longevity Increment cont'd

Linares, Maria
Instructional Assistant/ School of
Continuing Educ./ SAC

Effective: April 1, 2009
Grade 5, Step A + 5PG + 2.5%L
\$16.03/Hour + \$104.17/Mo. PG

Medina, Emiliano
Custodian/ Child Dev. Serv./ School of
Continuing Educ./ SAC

Effective: May 1, 2009
Grade 4, Step A + 2.5%L \$15.53/Hour

Pham Perez, Lan
Account Clerk/ Fiscal Services/ District

Effective: May 1, 2009
Grade 4, Step A + 2.5%L \$15.53/Hour

TEMPORARY ASSIGNMENT

Substitute Assignments

Nguyen, Diem
Administrative Clerk/ Counseling/ SAC

Effective: 02/28/09 – 03/17/09

MISCELLANEOUS POSITIONS

Cisneros, Maria
Child Dev. Intern III/ SAC

Effective: 03/23/09 – 06/30/09

Libal, Angela
Model/ Fine & Performing Arts/ SAC

Effective: 04/28/09 – 06/30/09

Instructional Associates/Associate Assistants

Criminal Justice

Blick, Kandi

Effective: 04/14/09

Goodwin, Mark

Effective: 04/14/09

Miranda, Roberto

Effective: 04/14/09

Walters, Michael

Effective: 04/14/09

COMMUNITY SERVICE PRESENTERS

Stipends Effective February 11 – March 10, 2009

Adney, Curtis

Amount: \$ 426.30

COMMUNITY SERVICE PRESENTERS

Stipends Effective February 11 – March 10, 2009 cont'd

Alcala, Lilia	Amount: \$ 29.14
Bunnell, Kelly	Amount: \$ 129.11
Burns, Brigitte	Amount: \$ 40.37
Dumon, Dori	Amount: \$ 500.00
Eyre, John	Amount: \$ 80.39
Fedko, John	Amount: \$ 75.69
Harriger, James	Amount: \$ 135.72
Harris, Karen	Amount: \$ 227.50
Hogue, Tom	Amount: \$ 658.00
Munoz, Jayne	Amount: \$ 260.00
Nethery, Betty	Amount: \$ 40.37
O'Connell, Jalon	Amount: \$ 68.21
Scott, Randy	Amount: \$ 260.00
Stoddard, Norma	Amount: \$ 67.86
Westerfield, David	Amount: \$ 170.52
Zhao, Margaret	Amount: \$ 160.77

Stipends Effective March 7 – March 10, 2009

Frelly, Robert	Amount: \$ 1,190.00
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SANTA ANA COLLEGE
STUDENT ASSISTANT LIST

Frutis, Anna Wilma	Effective: 03/24/09-06/30/09
Gamboa, Daniel Antonio	Effective: 03/24/09-06/30/09
Gatewood, Felicia Louise	Effective: 03/24/09-06/30/09
Maldonado, Karen	Effective: 03/12/09-06/30/09
Manzo, Claudia	Effective: 03/09/09-06/30/09
Martinez, Maribel	Effective: 03/09/09-06/30/09
Padilla, Maria L.	Effective: 03/04/09-06/30/09
Perez, Jose Eduardo	Effective: 03/25/09-06/30/09
Pham, Thanh Phuong	Effective: 03/23/09-06/30/09
Phan, Lan Kim	Effective: 03/24/09-06/30/09
Prado, Mercy L.	Effective: 03/24/09-06/30/09
Ortega, Erendira	Effective: 03/12/09-06/30/09
Santana, Richard Alexander	Effective: 03/24/09-06/30/09
Silva, Adriana	Effective: 03/23/09-06/30/09
Vaez Azizi, David Ali	Effective: 03/11/09-06/30/09

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

Attachment #1
CLASS SPECIFICATION
APRIL 2009

FINANCIAL AID ANALYST

CLASS SUMMARY

Under general supervision and the direction of the Financial Aid Administrator, performs a variety of complex and technical duties involved in providing financial aid assistance for students; exercises independent judgment to develop and award student financial aid packages in accordance with prescribed procedures, policies, and regulations; provides technical assistance and information to students, parents, and staff concerning program requirements, state and federal guidelines and eligibility determination.

REPRESENTATIVE DUTIES

Serves as a resource to students, parents and staff; responds to questions and provides technical expertise and assistance through appointments, email and workshops; assists students at the counter; trains and provides work direction to financial aid technicians and office staff; advises students regarding financial aid opportunities and eligibility requirements; explains complex rules, regulations and guidelines; keeps abreast of federal and state laws and policies which affect financial aid programs; performs file verification; accepts packets for review and processing; performs final documentation of files and supplemental forms for accuracy, consistency, and completeness; analyzes students' and parent's circumstances; determines eligibility; corresponds with students to explain problem resolution and eligibility status; reviews and corrects student aid reports; performs needs analyses; determines tolerance level, student budget, veteran's benefits, and total family contribution to determine financial need; awards federal grants, work study, loans, state grants and fee waivers; performs revisions and cancellations of disbursements; prints award letters; evaluates special circumstances to override dependency status of students; maintains accurate data for management information systems and electronic payment voucher reports; develops and conducts workshops; receives and processes loan applications; determines amount of borrowing eligibility; evaluates academic progress, student budgets, grade level eligibility, length of program, family contribution, and prorated loan amounts; responsible for institutional certification signature on loan applications; prepares award letters; prepares and recertifies loan checks in coordination with the student business office; reconciles expenditures of loan funds using accounting procedures and completes required reports; acts as a liaison for students between the guarantor and lenders; interprets and implements current regulations; maintains student default list; responsible for correspondence concerning delinquency and default status and grace period notification; performs related duties as required.

ORGANIZATIONAL RELATIONSHIPS

This classification reports to the designated administrator and directs the work of those assigned.

DESIRABLE QUALIFICATIONS GUIDE

Training and Experience

Any combination of training and/or experience equivalent to four years of college coursework in business, accounting, social services, student services or related field and two years of

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
APRIL 2009

FINANCIAL AID ANALYST cont'd

increasingly responsible financial aid related field experience, including training and electronic needs analysis systems, financial aid awarding and student advisement.

Knowledge and Abilities

Knowledge of: financial aid awarding and verification procedures, policies and regulations; state and federal regulations and guidelines concerning financial aid eligibility, application procedures, and program requirements; Electronic Needs Analysis System; use of a personal computer; operations, processes and activities of a college

financial aid office; modern office practices, procedures, and equipment; interpersonal skills using tact, patience, and courtesy; financial and statistical record keeping techniques; oral and written communication skills; telephone techniques and etiquette; basic math; interview techniques and problem solving skills in a variety of sensitive situations.

Ability to: maintain current knowledge of guidelines, regulations and application procedures for a variety of financial aid programs; review financial aid applications to verify accuracy and completeness; analyze documentation according to specifically prescribed guidelines; maintain complex records, files and documents; work effectively with a diversity of students with special needs; read, interpret, apply and explain rules, regulations, policies and procedures; communicate effectively and accurately with students and staff; perform a variety of tasks using independent judgment and decision making skills; establish and maintain cooperative and effective working relationships with other staff members; meet schedules and timelines; work independently with minimal supervision, prioritizing responsibilities; present workshops in an articulate and organized manner

Item 3.2

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES DOCKET**

**CLASSIFIED
APRIL 13, 2009
ADDENDUM**

CLASSIFIED

Change in Salary Placement

Thomas, Elizabeth
Financial Aid Analyst/ SCC

Effective: April 1, 2009
Grade 12, Step 6 + 2.5%L + 1PG \$4825.67

SHORT TERM

Nguyen, Tuan
Instructional Center Tech./ Testing Center/
SAC

Effective: 04/14/09 – 06/30/09

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

To: Board of Trustees	Date: April 13, 2009
Re: Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to the Faculty Association of Rancho Santiago Community College District (FARSCCD).	
Action: Receipt of Initial Bargaining Proposal and Scheduling of Public Hearing	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees receive and file the district's initial bargaining proposal to the Faculty Association of Rancho Santiago Community College District (FARSCCD) and schedule a public hearing for April 27, 2009.

Fiscal Impact: TBD	Board Date: April 13, 2009
Item Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Recommended by: Dr. Edward Hernandez, Jr., Chancellor	

**INITIAL BARGAINING PROPOSAL OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
TO THE FACULTY ASSOCIATION OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
April 13, 2009**

Article 4 – Leaves

Suspend sabbatical leaves (4.14)

Increase limit on banking leave accrual from 30 to 36 LHE (4.16)

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

Article 5 – Health and Welfare Benefits

Maintain 2009-10 district contributions at 2008-09 levels (5.21)

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

Article 6 – Instructional Hours, Duties and Workload

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

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

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

Article 7 – Salaries

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

Suspend step and class movement (7.1.1 B)

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

To:	Board of Trustees	Date: April 13, 2009
Re:	Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to the California School Employees Association (CSEA) Chapter 579.	
Action:	Receipt of Initial Bargaining Proposal and Scheduling of Public Hearing	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees receive and file the district's initial bargaining proposal to the California School Employees Association (CSEA) Chapter 579 and schedule a public hearing for April 27, 2009.

Fiscal Impact: TBD	Board Date: April 13, 2009
Item Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Recommended by: Dr. Edward Hernandez, Jr., Chancellor	

**INITIAL BARGAINING PROPOSAL OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
TO THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 579
April 13, 2009**

Article 14 – Wages and Hours

Maintain 2008-09 schedule for 2009-10. (14.1)

Suspend step advancement for 2009-10 (14.15)

Article 19 – Health and Welfare

Maintain 2009-10 district contributions at 2008-09 levels (19.5 a)

Suspend automatic 10% increase in district contribution for 2010-11 (19.5 a)

Article 22 – Professional Growth Program

Suspend additional professional growth salary increments for 2009-10 (22.3.2)

Article 26 – Reclassification

Suspend all reclassifications

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

To:	Board of Trustees	Date: April 13, 2009
Re:	Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to the Continuing Education Faculty Association (CEFA).	
Action:	Receipt of Initial Bargaining Proposal and Scheduling of Public Hearing	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees receive and file the district's initial bargaining proposal to the Continuing Education Faculty Association (CEFA) and schedule a public hearing for April 27, 2009.

Fiscal Impact: TBD	Board Date: April 13, 2009
Item Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Recommended by: Dr. Edward Hernandez, Jr., Chancellor	

**INITIAL BARGAINING PROPOSAL OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BARGAINING PROPOSAL TO THE
CONTINUING EDUCATION FACULTY ASSOCIATION (CEFA)
April 13, 2009**

Article 11 – Wages and Hours

Maintain 2008-09 schedule for 2009-10. (11.1)

Suspend step and column advancement for 2009-10 (11.2)

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

To: Board of Trustees	Date: April 13, 2009
Re: Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to the Child Development Centers Teachers Association (CDCTA).	
Action: Receipt of Initial Bargaining Proposal and Scheduling of Public Hearing	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees receive and file the district's initial bargaining proposal to the Child Development Centers Teachers Association (CDCTA) and schedule a public hearing for April 27, 2009.

Fiscal Impact: TBD	Board Date: April 13, 2009
Item Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Recommended by: Dr. Edward Hernandez, Jr., Chancellor	

**INITIAL BARGAINING PROPOSAL OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BARGAINING PROPOSAL TO THE
CHILD DEVELOPMENT CENTERS TEACHERS ASSOCIATION (CDCTA)
April 13, 2009**

Article 8 – Wages and Hours

Maintain 2008-09 schedule for 2009-10. (8.1.1)

Suspend step and column advancement for 2009-10 (8.5.2 & 8.5.4)

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

BOARD MEMBERS (to be approved)

2009 TRUSTEES CONFERENCE – COMMUNITY COLLEGE
LEAGUE OF CALIFORNIA
Sonoma, California – May 1-3, 2009

1 Board Member
(Phillip E. Yarbrough)

STUDENT SENATE SPRING 2009 GENERAL ASSEMBLY
San Diego, California – May 1-3, 2009

1 Board Member
(Paul Z. Garcia)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College – Special Services Division**

To:	Board of Trustees	April 13, 2009
Re:	Approval of New Speech-Language Pathology Assistant Program Agreement with Tustin Unified School District	
Action:	Request for Approval	

BACKGROUND:

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

ANALYSIS:

Formal agreements between the district and fieldwork experience sites will be necessary. To that end, a special agreement document was developed for this purpose, which has been reviewed and approved by college staff. Santa Ana College proposes that the district enter into the agreement with Tustin Unified School District.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the new Speech-Language Pathology Assistant Program agreement with the Tustin Unified School District. This agency is located in Tustin, California.

Fiscal Impact:	No Cost	Board Date: April 13, 2009
Prepared by:	Sara Lundquist, Ph.D., Vice President of Student Services, SAC Jane Mathis, Associate Dean of Special Services	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	

AGREEMENT

Speech-Language Pathology Assistant Program

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

PART I.

BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

PART II.

GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

A. For the Program in General

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

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

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

PART III.

GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

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

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

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

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

B. Indemnification

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

C. **Insurance:**

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

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

PART. V STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS

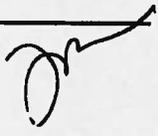
- A. **Speech-Language Pathology Assistant Program students shall have the status of learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the student during the experience is to be considered in addition to planned client care in that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

PART VI. PERIOD OF AGREEMENT

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

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

*Rancho Santiago Community
College District*

District 

Agency/Facility/Location

Peter J. Hardash
Vice Chancellor
Business Operations and Fiscal Services

Name and Title

Date: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Special Services Division

To:	Board of Trustees	April 13, 2009
Re:	Approval of New Speech-Language Pathology Assistant Program Agreement with Anaheim Union High School District	
Action:	Request for Approval	

BACKGROUND:

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

ANALYSIS:

Formal agreements between the district and fieldwork experience sites will be necessary. To that end, a special agreement document was developed for this purpose, which has been reviewed and approved by college staff. Santa Ana College proposes that the district enter into the agreement with Anaheim Union High School District.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the new Speech-Language Pathology Assistant Program agreement with the Anaheim Union High School District. This agency is located in Anaheim, California.

Fiscal Impact:	No Cost	Board Date: April 13, 2009
Prepared by:	Sara Lundquist, Ph.D., Vice President of Student Services, SAC Jane Mathis, Associate Dean of Special Services	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	

AGREEMENT

Speech-Language Pathology Assistant Program

THIS AGREEMENT is made and entered into by and between the Rancho Santiago Community College District on behalf of Santa Ana College, a public educational agency, hereinafter called the District and Anaheim Union High School District, hereinafter called the Agency.

PART I.

BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

PART II.

GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

A. For the Program in General

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

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

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

PART III.

GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

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

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

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

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

B. Indemnification

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

C. Insurance:

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

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

PART V. STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS

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

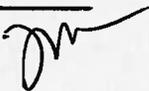
PART VI. PERIOD OF AGREEMENT

- A. This agreement shall be effective August 31, 2009, and shall continue in effect through June 30, 2014, unless terminated earlier at will or without cause by written notice of either party. The said termination shall become effective only at the close of an academic year, but not before one year after receipt of said notice. This Agreement may be modified or revised at any time by mutual consent.**

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

*Rancho Santiago Community
College District*

District



Agency/Facility/Location

Peter J. Hardash
Vice Chancellor
Business Operations and Fiscal Services

Name and Title

Date: _____

Date: _____

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

To: Board of Trustees	Date: April 13, 2009
Re: Approval of New Human Development Agreement – Anaheim City School District	
Action: Request for Approval	

BACKGROUND

Students in the Human Development Department Practicum courses are required to participate in early childhood education activities at sites throughout the community in order to gain practical field experience. This is necessary to apply the knowledge and skills learned in their college classes. This is a new agreement.

ANALYSIS

This new 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 remain in effect for five years or until terminated by either party. The agreement has been reviewed by Interim Dean Bart Hoffman and college staff. The agreement carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this contract with Anaheim City School District in Anaheim, California.

Fiscal Impact: None	Board Date: April 13, 2009
Prepared by: Norman Fujimoto, Vice President of Academic Affairs Bart Hoffman, Interim Dean of Human Services & Technology	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	

**STANDARD AFFILIATION AGREEMENT
HUMAN DEVELOPMENT DEPARTMENT**

This standard Affiliation Agreement (the "Agreement") is made and entered into this 14th day of April, 2009 by and between the Rancho Santiago Community College District, a public educational agency ("District") located at 2323 N. Broadway, Santa Ana, CA 92706-1640 on behalf of Santa Ana College and Anaheim City School District ("Facility"), located at 1001 South East Street, Anaheim, CA 92805.

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

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

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

WHEREAS, Facility operates a duly licensed preschool at a school within the city listed above with all necessary licenses, consents, and approvals;

WHEREAS, as part of the Program, students are required to participate in practical field experience, designated as Practicum;

WHEREAS, it is to the mutual benefit of the parties that students of the College use the childcare facilities of the Facility for their field experience; and

WHEREAS, the District and Facility enter into the following Agreement with respect to providing field experience for the College's students.

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

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

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

"Facility" shall refer to Anaheim City School District, its schools, and each of their officers, directors, employees, agents, representatives, successors, and assigns;

The "Program" shall refer to the training in Early Childhood Education programs as identified and described in this Agreement; and

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

TERMS

1. The Facility agrees to:

- A. Permit students designated by the College pursuant to paragraph 2A below to receive early childhood education field experience at the child care center/ preschool located at the Facility.**
- B. Permit staff designated by the California Early Childhood Mentor Teacher Program to supervise the students involved in the field experience by assigning meaningful learning activities, and by observing and evaluating the students upon commencement of the field experience.**
- C. Provide orientation for the student upon commencement of the field experience.**
- D. Provide an environment and resources within the Facility to support the learning activities of the students.**
- E. Provide emergency health care for any student who becomes sick or injured during the field experience.**
- F. Have the right, after consultation with the College, to refuse to accept for further field experience any student who, in the Facility's judgment, is not participating satisfactorily in the program.**
- G. Retain ultimate control and responsibility for supervision of children within the child care center/preschool located at the Facility.**

2. The College agrees to:

- A. Designate the students who are enrolled in the Early Childhood Education Program of the College to be assigned for field experience at the Facility in such numbers as are mutually agreed to by both parties.**
- B. Provide for orientation of students and faculty assigned to the Facility.**
- C. Notify the Facility's director in advance of student schedules, placement of students in field assignments and changes in field assignments.**
- D. Provide for and be responsible for the care and control of the College's educational supplies, materials and equipment used for instruction during the Program.**

- E. Certify to the Facility at the time each student first reports to the Facility to participate in the field experience that said student has and will comply with the Facility's health requirements.
- F. Provide each student with fundamental knowledge of the profession, ethics, grooming and professionalism prior to commencing the field experience.
- G. Require each student to abide by the policies of the Facility.
- H. Require each student to be in acceptable dress for all field experience.
- I. Permit the Facility's director or other designated personnel to attend meetings of the College's Early Childhood Education Program, or any committee thereof, to coordinate the field experience of the Program provided for under the Agreement.
- J. Keep all attendance and academic records of students participating in the Program.
- K. Have all students sign the Facility's Acknowledgment of Non-Employee Status Form if such is required by the Facility.

3. **Insurance Carried by the District:**

District shall assure coverage of professional liability insurance for each student participating in the Program of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. District shall provide workers' compensation coverage for students participating in the Program. These coverages are in effect while the student is on-site at Facility.

4. **Insurance Carried By Facility:**

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

Facility shall carry professional liability insurance for itself and each of its employee(s), partners, and/or representatives providing professional services at Facility, except for District's students and College faculty, in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. Facility shall provide District with thirty (30) days written notice prior to cancellation, or reduction in said insurance. Upon request, District shall be provided a copy of said policy.

5. **Student Health Records:**
Any student participating in a Program shall provide verification of annual T.B. screening. This record shall be maintained in the Human Development Department at the College.
6. **Student Medical Care:**
To the extent that any first aid or emergency care is required in connection with an injury or illness incurred by a student during performance of his/her training during a rotation, the student shall be treated by Facility as appropriate.
7. **Confidentiality of Student Records:**
Facility shall keep confidential and shall not disclose to any person or entity (i) student application; (ii) student health records or reports; and/or (iii) any student records as defined in California Education Code Section 76210 and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. paragraph 1232(g), concerning any student participating in the Program, unless disclosure is authorized by (i) the student in writing, or (ii) disclosure is ordered by a court of competent jurisdiction. Facility shall adopt and enforce whatever policies and procedures are necessary to protect the confidentiality of student records as defined herein.
8. **Verification:**
College warrants and represents that it has obtained all necessary approvals and consents from any and all agencies to enable Facility to offer the Program to College's students participating in the Program. If requested by Facility, College will provide Facility with verification that the Program is duly accredited and/or certified, as applicable, by appropriate agencies. District covenants and agrees that at all times during the term hereof it shall retain such licensure, accreditation and/or certification, and its Program and faculty members shall continue to meet any and all federal, state and local requirements.
9. **Indemnification:**
All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees or volunteers. The provision of the Article does 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.

10. **Governing Law:**
This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
11. **Educational Purposes:**
Students of the College are present at the Facility for educational purposes only and as such are not considered employees of the Facility. Students will receive no pay for participating in the training at the facility.
12. **Effective Date Termination:**
This Agreement shall remain in effect for five (5) years, unless sooner terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party of its intention to terminate. In the event a student Program is in progress, any written notice to terminate with or without cause shall become effective at the expiration of the student Program. Notwithstanding the foregoing, in the event the Program is discontinued by College during its Term, this Agreement shall immediately terminate without further action by the parties hereto.
13. **Notices:**
Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or by U.S. mail. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of ten (10) days after mailing.

To Facility:
Anaheim City School District
1001 South East Street
Anaheim, CA 92805
ATTN: Director, Early Childhood Education

To College:
Santa Ana College
1530 West 17th Street
Santa Ana, CA 92706-3398
ATTN: Human Development Department

With a copy to:
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706-1640
ATTN: Vice Chancellor
Business Operations/Fiscal Services

14. **Entire Agreement:**

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

Facility:

Anaheim City School District

ZBH

District:

Rancho Santiago Community College District

By: _____

By: _____

Printed Name: Elaine Coggins
Title: Director, Early Childhood Education

Printed Name: Peter J. Hardash
Title: Vice Chancellor
Business Operation & Fiscal Services

Date: _____

Date: _____

and

By: _____

Printed Name: Chris Kueng
Title: Assistant Superintendent of Education

Date: _____

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

To: Board of Trustees	Date: April 13, 2009
Re: Approval of Contract with Mythics, Inc. for Datatel Report Writing Training	
Action: Request for Approval	

BACKGROUND

Starting in June 2009, our legacy computer system is being replaced by the Datatel system. The unique reporting needs of our offices and schools require us to be able to customize the reports from our computer system. In the past, this task has been solely a function of ITS (Information Technology Services); however, the new Datatel system allows us to use reporting software that is more user friendly and does not require programming skills and experience to operate. Financial Aid and Admissions & Records are the two primary areas where the training needs are the greatest. Training some of our end-user employees on how to extract data from the system will expedite the completion of critical reports, as well as relieve some of the backlog of ITS requests.

ANALYSIS

The cost of sending an employee to an SQL reporting class including travel costs is approximately \$3,500. Rather than send seven employees to training for a total of \$22,500, it is more practical to have an instructor come to our district and do a private training at \$16,225. The savings is as follows:

Five Financial Aid employees will cost \$13,225 instead of \$17,500.

Two Admissions and Records employees will cost \$3,000 instead of \$5,000.

Additionally, other interested employees can attend the training at no additional cost as long as room is available.

RECOMMENDATION

It is recommended that the Board of Trustees approve this contract with Mythics, Inc. in Virginia Beach, Virginia, to perform the Datatel report writing training.

Fiscal Impact:	\$16,225 (100% Categorical funding)	Board Date: April 13, 2009
Prepared by:	Robert Manson, Interim Associate Dean of Financial Aid Sara Lundquist, Vice President of Student Services, SAC	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	

Education Services Agreement

Rancho Santiago Community College District (hereinafter referred to as "District"), and Mythics, Inc. (hereinafter referred to as "Vendor") agree that the following terms and conditions shall apply to the purchase of Oracle Education Services provided under this Agreement pursuant to quote #AAAQ2647.

- A. The Vendor is an Oracle Certified Advantage Partner and Reseller. The Vendor will contract with Oracle to provide the course materials and instructor for the Oracle University Course that will be taking place onsite at the "District".
- B. All purchases of training services are non-refundable. All fees payable to the Vendor are due within 30 days from the invoice date. The District agrees to pay the Vendor for the purchasing of Oracle Education Services in the amount set forth in attachment A. If the District is tax exempt, the District will provide the Vendor a copy of the tax exemption form with the order.
- C. **Class Cancellation/Reschedule Policy:**

Private/Onsite Training Events *

If the District..	Oracle will assess...
cancels the class 14 or more calendar days before the scheduled start date of the class	no charge
reschedules the class 1-13 calendar days prior to the class start day	50% of the class fee
cancels the class 1-13 calendar days prior to the class start date	50% of the class fee
does not show up for the class, or cancels on the day of the class	100% of the class fee

- D. Travel and expenses for Oracle personnel for on-site training courses will be reimbursed upon completion of each course. In lieu of actual receipts an itemized breakdown of expenses will be provided upon request.
- E. **Force Majeure:** Neither party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other events outside of the reasonable control of the obligated party. Both parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, either party may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable



steps to follow its normal disaster recovery procedures or your obligation to pay for services provided.

- F. The District and the Vendor agree that the terms and pricing of this Agreement and accompanying quotation may not be disclosed without the other party's prior written consent.
- G. The District agrees that Quotation #AAAQ2647 and Education Services Agreement is the complete agreement for the services ordered and that this Agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. It is expressly agreed that the terms of this Agreement shall supersede the terms in any purchase order or other non-Mythics ordering document and no terms included in any such purchase order or non-Mythics ordering document shall apply to the services ordered. This Agreement may not be modified and the rights and restrictions may not be altered or waived except in a writing signed by authorized representatives of the District and the Vendor.
- H. Any third party firms retained by the District to provide computer consulting services are independent of the Vendor and are not the Vendor's agents and the Vendor is not liable nor bound by any acts of any such third part firm. No third party is required to perform any obligations or incur any liabilities not expressly agreed to in this Agreement between the District and the Vendor.
- I. The District agrees it has not relied on the future availability of any software programs or updates in entering into this Agreement and that Oracle is a third party beneficiary of this Agreement.
- J. While engaged in carrying out and complying with any of the terms and conditions of this Agreement, the VENDOR is not an officer, agent, or employee of the DISTRICT.
- K. The Vendor agrees to and shall hold harmless and indemnify the District and its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
 - a. liability for damages for death or bodily injury to person, injury to property, or any loss, damage or expense sustained by the Vendor or any person, firm or corporation employed by the Vendor upon or in connection with the services called for in the Agreement, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District's officers, employees, or agents.



- b. any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or off the District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District's officers employees, or agents.

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

- L. The Vendor shall be required to furnish certificates including workers' compensation certificate and endorsements as set forth in attachment B, evidencing that the required insurance is in effect prior to performing the service.

- M. The Vendor shall comply with all applicable federal, state, county and local laws, rules, regulations, and ordinances including workers' compensation.

Agreed:
 Mythics, Inc.
 1439 N. Great Neck Rd
 Virginia Beach, VA 23454

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

By: _____

By: _____ *KJM*

Name: _____

Name: Peter J. Hardash
 Vice Chancellor of Business
 Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

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

To: Board of Trustees	Date: April 13, 2009
Re: Approval of Amendment of Pharmacy Technology Agreement – Anaheim Memorial Medical Center, Inc.	
Action: Request for Approval	

BACKGROUND

Students in the Pharmacy Technology program are required to participate in externship activities at sites throughout the community in order to gain practical field experience. This is necessary to apply the knowledge and skills learned in their college classes. This is an amendment to an agreement approved on March 23, 2009.

ANALYSIS

This amendment to a 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 remain in effect until terminated by either party. The amendment to the agreement has been reviewed by Interim Dean Bart Hoffman and college staff. The amendment carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this amendment with Anaheim Memorial Medical Center, Inc. in Anaheim, California.

Fiscal Impact: None	Board Date: April 13, 2009
Prepared by: Norman Fujimoto, Vice President of Academic Affairs Bart Hoffman, Interim Dean of Human Services & Technology	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	

FIRST AMENDMENT TO PHARMACY TECHNOLOGY EDUCATIONAL AFFILIATION AGREEMENT

This First Amendment to the Pharmacy Technology Educational Affiliation Agreement dated April 1, 2006 ("Agreement") by and between Anaheim Memorial Medical Center, a California non-profit public benefit corporation ("Memorial") and Rancho Santiago Community College District ("RSCCD") is effective as of the thirty-first (31st) day of March, 2009.

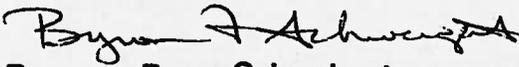
WHEREAS, Memorial and RSCCD desire to amend and modify the Agreement as set forth below in order that the Agreement, as amended and modified, is acceptable to both parties for execution;

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

1. The parties wish to extend the term of the Agreement to end on March 31, 2012.
2. In all other respects the Agreement shall remain as stated in the Agreement.
3. If the terms of the Agreement in any way conflict with or are otherwise inconsistent with the terms of this First Amendment, this First Amendment shall govern and control.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Pharmacy Technology Educational Affiliation Agreement as stated below.

MEMORIAL
Anaheim Memorial Medical Center


By: Byron Schweigert

Title: Chief Executive Officer

Date: 3/9/09

 RSCCD
Rancho Santiago Community College District

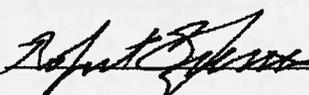
By: Peter J. Hardash
Vice Chancellor

Title: Business Operations & Fiscal Services

Date: _____

SAC-09-11A

M:\K\Affil\Rancho Santiago 1st Amd.doc.02/27/09

Approved as to form:
By: 
Title: General Counsel, MHS
Date: February 27, 2009

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

To: Board of Trustees	Date: April 13, 2009
Re: Approval of Amendment of Distance Education Agreement - Joint Powers Agreement, Intelcom Southern California Consortium for Community College Television	
Action: Request for Approval	

BACKGROUND

The Joint Powers Agreement with the Southern California Consortium for Community College Television has been amended and restated, reflecting a change in the fee structure to allow partner colleges to pay only for fees and services they use, rather than an FTES-based fee structure.

ANALYSIS

This new agreement changes the fee structure to provide districts a more cost-effective use of Intelcom's programs and services. It revises copyright assignment to be in alignment with copyright notices that appear on Intelcom produced materials. Districts are now considered partners rather than members so that only those districts which are part of the Consortium can utilize the Consortium services at costs below what would be possible to offer to districts outside the Consortium. The agreement has been reviewed by Vice President of Academic Affairs Norman Fujimoto and college staff.

RECOMMENDATION

It is recommended that the Board of Trustees approve this contract with Intelcom, the Southern California Consortium for Community College Television in Pasadena, California.

Fiscal Impact: None	Board Date: April 13, 2009
Prepared by: Norman Fujimoto, Vice President of Academic Affairs Bart Hoffman, Interim Dean of Human Services & Technology	
Submitted by: Erlinda J Martinez, Ed.D., President, Santa Ana College	
Recommended by: Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	

**AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE
PUBLIC AGENCIES SPECIFIED IN THIS DOCUMENT
CREATING AN AUTHORITY TO BE KNOWN
AS THE SOUTHERN CALIFORNIA CONSORTIUM FOR
COMMUNITY COLLEGE TELEVISION**

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT (“Agreement”), the effective date of which is _____, 2009, is entered into by the public agencies specified in Attachment “A” to this Agreement. These public agencies are sometimes individually referred to herein as “Party” and collectively as “Parties.” Additionally, and solely for identification purposes, the public agencies specified in this Agreement are sometimes referred to as “Partner Districts” although those public agencies acknowledge and agree that their respective rights, powers, and obligations are based exclusively upon the provisions of this Agreement and not upon any state statutory provisions that govern the formation or operation of partnerships, whether general, limited, or otherwise.

SECTION 1. PURPOSE

This Agreement is made under the provisions of the California Education Code (Section 70902) and the Joint Exercise of Powers Act, Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code (the “Act”). Each of the Partner Districts possesses the powers referred to in Section 70902 of the California Education Code. In authorizing the joint exercise of such powers, this Agreement provides for the Partner Districts to join together to develop and to provide quality instructional materials in an economical manner, so that educational services and programs may be provided to each Partner District at a lower cost than if those services and programs were provided separately.

SECTION 2. CONSORTIUM

A. Creation of the Consortium

Pursuant to the Act, there was created in 1980 and continues to exist a public entity, separate and apart from the Parties hereto, known as the “Southern California Consortium for Community College Television,” hereinafter referred to as the “Consortium.” The Consortium is a public entity that is separate and apart from the community college districts that are Parties to this Consortium. The debts, liabilities, and obligations of the Consortium shall not constitute the debts, liabilities, or obligations of any Party. The Consortium cannot require any Party to contribute money or services to the Consortium without the consent of the respective legislative body of that Party. The Consortium will defend, indemnify, and hold harmless each Party for liabilities arising as a result of this Agreement.

B. Consortium Council

The Consortium will be governed by a Consortium Council. In accordance with the Bylaws, each Partner District will appoint one representative to the Consortium Council, which representative will be the chief executive officer of the Partner District, or the person appointed by the chief executive officer of the Partner District. The representative, whether the chief executive officer or that officer's appointee, shall designate an alternate to act in the absence of that representative. The Consortium Council is the final decision-making body on all matters relating to the Consortium, except those matters that may be assigned to the Executive Committee.

C. Functions of the Consortium Council

The functions of the Consortium Council include the following:

- (1) Provide a convenient means for participation by Partner Districts in the activities of the Consortium.
- (2) Establish policies governing the organization and operation of the Executive Committee.
- (3) Serve as a communication channel for all Partner Districts.
- (4) Elect the members of the Executive Committee.
- (5) Consider and act upon recommendations of the Executive Committee.
- (6) Adopt and amend a set of Bylaws governing the affairs of the Consortium consistent with this Agreement.

SECTION 3. EXECUTIVE COMMITTEE

- A. An Executive Committee shall be formed to assist the Consortium Council in the administration of this Agreement. In accordance with the Bylaws and policies developed by the Consortium Council, the Executive Committee is responsible for the development and implementation of administrative policies and procedures to ensure the efficient operation of the Consortium.
- B. The Bylaws of the Consortium shall specify, without limitation, the following matters that relate to the organization, governance, and responsibilities of the Executive Committee: the number of members; the terms of office; the method of election; the replacement of members; quorum and voting requirements; notice of meetings; compliance with the Ralph M. Brown Act; election of officers; appointment of committees; adoption and implementation of operating procedures; and prohibitions on the payment of compensation.

- C. The Executive Committee may delegate to one or more agents any of its obligations specified in this Agreement or in the Bylaws, but no such delegation shall relieve the Executive Committee of any of its responsibilities.

SECTION 4. DESIGNATED AGENCY

- A. Pursuant to Government Code Sections 6500, et seq., a non-profit public benefit corporation known as INTELECOM Intelligent Telecommunications, organized under the laws of the State of California, shall act as the designated agency of this Consortium. The Executive Committee of the Consortium shall serve as the Board of Directors of INTELECOM Intelligent Telecommunications. INTELECOM Intelligent Telecommunications ("INTELECOM") shall be and remain qualified as a tax-exempt non-profit public benefit corporation under the laws of the United States and the State of California.
- B. INTELECOM shall be the designated agency of the Consortium under terms and conditions that are consistent with this Agreement and that are acceptable to both INTELECOM and the Consortium, acting through its Executive Committee.
- C. Upon direction of the Executive Committee, the designated agency may:
- (1) Contract for the Consortium, on behalf of the Partner Districts, to employ or retain the services of other organizations and individuals as may be necessary or appropriate and to fix and pay their compensation.
 - (2) Receive, accept, expend, or disburse funds of the Consortium, by contract or otherwise, for purposes consistent with the provisions of this Agreement.
 - (3) Have the duty to maintain at all times strict accountability of all funds received and disbursed and to deliver an accounting to the Executive Committee after the close of each fiscal year. In accounting for such funds, the Executive Committee shall, with respect to all receipts and disbursements, cause an audit to be made by a Certified Public Accountant or Public Accountant. A report of that audit shall be filed as a public record with each of the Partner Districts no later than twelve (12) months after the end of the fiscal year under examination. Costs incurred by Partner Districts shall be at their expense and shall not be chargeable against the Consortium.
 - (4) Perform such other duties consistent with this Agreement as may be assigned by the Executive Committee.

SECTION 5. POWERS AND AUTHORITY OF THE CONSORTIUM

- A. Acting by and through its Consortium Council, its Executive Committee, and its designated agency referenced above in Section 4, the Consortium shall have the authority to exercise any powers common to the Partner Districts that are Parties

to this Agreement, provided that the same are in furtherance of the functions and objectives set forth in this Agreement.

B. In exercising the general powers referred to above, the Consortium shall have the specific power and authority to do the following:

- (1) To acquire, hold, and dispose of property, real and personal, including but not limited to the acquisition of necessary facilities and equipment.**
- (2) To select, employ, and dismiss personnel.**
- (3) To incur debts, liabilities, and obligations necessary or appropriate to accomplish the purposes of this Agreement.**
- (4) To receive gifts, contributions, and donations of property, funds, services, and other forms of assistance from individuals, firms, corporations, associations, and governmental entities.**
- (5) To invest funds.**
- (6) To obtain insurance coverage.**
- (7) To sue and be sued in the name of the Consortium.**
- (8) To provide services that meet the needs of the Partner Districts including, but not limited to, the following:**
 - (a) Identify needed instructional materials and coordinate needs assessments with other agencies as required.**
 - (b) Provide instructional materials for use by the Partner Districts. These materials may be produced by the Consortium, either alone or in cooperation with other agencies, or may be leased, purchased, or otherwise procured from other agencies. Production of instructional materials includes instructional design and coordination of production activities to assure that quality materials are produced.**
 - (c) Prepare and administer contracts as required for the procurement of production facilities and professional production personnel and talent.**
 - (d) Solicit supplemental funds from agencies, firms, and individuals as required to produce the instructional materials.**
 - (e) Market and distribute INTELECOM-produced instructional materials to educational and non-educational entities nationally and worldwide.**

- (9) To perform such other functions as may be necessary or appropriate to carry out this Agreement, so long as those other functions are authorized by law.

SECTION 6. BYLAWS, RULES, AND REGULATIONS

The Consortium may adopt Bylaws, rules, regulations, policies, and procedures that are consistent with this Agreement and that provide for the conduct of its meetings and other business, its organization and internal management, and the exercise of its powers under this Agreement.

SECTION 7. USE OF INSTRUCTIONAL MATERIALS

- A. Partner Districts have the right to use instructional materials from INTELECOM, as offered to the Partner Districts in the form of products and services. Partner Districts are authorized to use these instructional materials in accordance with the terms and provisions outlined in the agreements, licenses, and policies that may be approved from time-to-time by the Executive Committee.
- B. Each Partner District shall make payments to INTELECOM, as the designated agency of the Consortium, based upon the actual use of the Consortium-provided instructional materials by colleges within that Partner District. Payments shall be made in accordance with then-current "Fees and Payments Schedule" approved by the Executive Committee.

SECTION 8. TERM OF THE AGREEMENT

- A. The date on which the signature of the last of the Partner Districts that have elected to become Parties to this Agreement is affixed to the execution pages of this Agreement shall be deemed to be its effective date. The Secretary of the Executive Committee shall insert that effective date in the introductory paragraph of this Agreement before filing the notice of adoption of this Agreement with the California Secretary of State.
- B. This Agreement shall continue in effect until lawfully terminated as provided herein or in the Bylaws. In the event of a reorganization of one or more of the Partner Districts participating in this Agreement, the successor-in-interest or successors-in-interest to the obligations of any such reorganized Partner District may be substituted as a Party or as Parties to this Agreement.

SECTION 9. WITHDRAWAL OR INVOLUNTARY TERMINATION

- A. Any Partner District may withdraw from this Agreement and from the Consortium by giving written notice of its intention to do so to the Executive Committee on or before March 15 of the then-current fiscal year. The withdrawal of the Partner District will be effective on July 1 of the next fiscal year. Payment for all prior course utilization by the withdrawing Partner District shall be due by that July 1 effective date.

- B. A Partner District that is not compliant with the provisions of this Agreement may, at any time, be involuntarily terminated from the Consortium upon a two-thirds (2/3) vote of all the remaining Partner Districts of the Consortium Council. Grounds for involuntary termination include but are not limited to the following:
- (1) Failure or refusal of a Partner District to abide by any provision of this Agreement or the Bylaws, or an amendment that has been adopted by the Consortium Council or by the Partner Districts of the Consortium as provided in this Agreement or in the Bylaws.
 - (2) Failure or refusal of a Partner District to pay for Consortium-provided instructional materials used by colleges within said district as specified in the then-current "Fees and Payments Schedule" approved by the Executive Committee.
- C. Following either withdrawal or involuntary termination, the terms of this Agreement will no longer have any applicability to the Partner District in question.

SECTION 10. DISPOSITION OF PROPERTY AND FUNDS

- A. Upon termination of the Consortium, or the complete rescission or other final termination of this Agreement by all Partner Districts that are then Parties to this Agreement, any property interest remaining in the Consortium following the discharge of all outstanding obligations shall be divided equally and returned to the terminating Partner Districts.
- B. Any Partner District that withdraws or is involuntarily terminated from the Consortium shall have no further property interest in the Consortium.
- C. "Obligations" as referred to above in paragraph (A) include, but are not limited to all payments required or permitted pursuant to the workers' compensation laws, together with all reserves that have been established for the purpose of paying workers' compensation claims, together with all other legal obligations incurred by the Consortium pursuant to this Agreement.

SECTION 11. TERMINATION OF AGREEMENT

- A. This Agreement may be terminated at the end of any fiscal year by the unanimous affirmative vote of all Partner Districts; provided, however, that the Consortium and this Agreement shall continue to exist for the purpose of the disposition of all claims, the distribution of assets, and the completion of all other functions necessary to wind up the affairs of the Consortium.
- B. The withdrawal or involuntary termination of some but not all of the Parties to this Agreement shall not be deemed a termination of the Consortium nor a termination of this Agreement.

SECTION 12. LIABILITY OF THE PARTIES

No Party to this Agreement, whether individually or collectively, shall have any liability for the Consortium's debts, liabilities, or obligations, including without limitation the following:

- A. Liabilities attributable to any act or omission of the Consortium, or any act or omission of the Consortium's officers, agents, employees, contractors, or subcontractors.
- B. The payment of wages, benefits, or other compensation to the Authority's officers, agents, employees, contractors, or subcontractors.
- C. The payment of workers' compensation or indemnity to officers, agents, or employees of the Consortium for any injury or illness arising out of the performance of this Agreement.

SECTION 13. AMENDMENTS TO AGREEMENT

This Agreement may be amended by a majority vote of the representatives of the Partner Districts of the Consortium who are in attendance at a duly-noticed meeting of the Consortium Council at which a quorum is present. The effective date of any such amendment shall be specified in the amendment. At least thirty (30) days notice of any proposal to amend this Agreement must be given to representatives of the Partner Districts then serving on the Consortium Council.

SECTION 14. GENERAL PROVISIONS

A. Notices.

Any notices required or authorized to be given under this Agreement must be in writing and must be delivered in person or by certified or registered mail, postage prepaid, addressed to the attention of the Secretary of the Executive Committee of the Consortium and to the chief executive officer of a Partner District at the most recent address on file with the Consortium. The Consortium or any Partner District may designate a different address by giving notice to the Consortium and to the other Partner Districts in accordance with the provisions of this paragraph.

B. Consortium Funds.

All funds received by the Consortium from activities authorized by this Agreement shall accrue to the Consortium.

C. Copyright.

All programs and materials developed and produced in the performance of this Agreement by INTELECOM, the Consortium's designated agency, including copyrights related thereto, shall be deemed to be the property of INTELECOM, effective as of the

date of their creation, subject to the reversion of all such rights to the Consortium in the event that (1) INTELECOM ceases doing business, or (2) the Consortium withdraws its designation of INTELECOM as the designated agency of the Consortium.

D. Enforcement Authority.

The Consortium is authorized to take any legal or equitable actions, including but not limited to injunctive relief and specific performance, that may be necessary to enforce this Agreement. If suit is brought upon this Agreement by the Consortium and judgment is recovered against a Partner District, the Partner District shall pay all costs incurred by the Consortium, including reasonable attorneys' fees as fixed by the court.

E. Severability.

If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or is otherwise rendered unenforceable or ineffectual, the validity of the remaining provisions of this Agreement will not be affected by that determination.

F. Governing Law.

This Agreement is made and will be construed and interpreted in accordance with the laws of the State of California.

G. Execution in Counterparts.

This Agreement may be executed by the Parties in one or more counterparts, all of which will collectively constitute one document and agreement.

H. Filing With Secretary of State.

The Secretary of the Executive Committee is directed to file with the office of the California Secretary of State a notice of the adoption of this Agreement within 30 days after its effective date, as required by California Government Code Section 6503.5.

TO EFFECTUATE THIS AGREEMENT, each of the Partner Districts has caused this Agreement to be executed and attested by its duly authorized officers on the date set forth below the authorized signature.

ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT

By: _____

Title: _____

Date: _____

ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT

By: _____

Title: _____

Date: _____

CITRUS COMMUNITY COLLEGE DISTRICT

By: _____

Title: _____

Date: _____

COMPTON COMMUNITY COLLEGE DISTRICT

By: _____

Title: _____

Date: _____

EL CAMINO COMMUNITY COLLEGE DISTRICT

El Camino College

El Camino College – Compton Community Educational Center

By: _____

Title: _____

Date: _____

KERN COMMUNITY COLLEGE DISTRICT

**Bakersfield College
Cerro Coso College
Porterville College**

By: _____

Title: _____

Date: _____

LONG BEACH COMMUNITY COLLEGE DISTRICT

By: _____

Title: _____

Date: _____

LOS ANGELES COMMUNITY COLLEGE DISTRICT

**East Los Angeles College
Los Angeles City College
Los Angeles Harbor College
Los Angeles Mission College
Los Angeles Pierce College
Los Angeles Southwest College
Los Angeles Trade-Technical College
Los Angeles Valley College
West Los Angeles College**

By: _____

Title: _____

Date: _____

PALOMAR COMMUNITY COLLEGE DISTRICT

By: _____

Title: _____

Date: _____

PASADENA AREA COMMUNITY COLLEGE DISTRICT

By: _____

Title: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**Santa Ana College
Santiago Canyon College**

By: _____

Title: _____

Date: _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT

By: _____

Title: _____

Date: _____

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**Crafton Hills College
San Bernardino Valley College**

By: _____

Title: _____

Date: _____

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

By: _____

Title: _____

Date: _____

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**Irvine Valley College
Saddleback College**

By: _____

Title: _____

Date: _____

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT

**Moorpark College
Oxnard College
Ventura College**

By: _____

Title: _____

Date: _____

ATTACHMENT "A"

Allan Hancock Joint Community College District
Antelope Valley Community College District
Citrus Community College District
Compton Community College District
El Camino Community College District
 El Camino College
 El Camino College – Compton Community Educational Center
Kern Community College District
 Bakersfield College
 Cerro Coso College
 Porterville College
Long Beach Community College District
Los Angeles Community College District
 East Los Angeles College
 Los Angeles City College
 Los Angeles Harbor College
 Los Angeles Mission College
 Los Angeles Pierce College
 Los Angeles Southwest College
 Los Angeles Trade-Technical College
 Los Angeles Valley College
 West Los Angeles College
Palomar Community College District
Pasadena Area Community College District
Rancho Santiago Community College District
 Santa Ana College
 Santiago Canyon College
Riverside Community College District
San Bernardino Community College District
 Crafton Hills College
 San Bernardino Valley College
Santa Clarita Community College District
South Orange County Community College District
 Irvine Valley College
 Saddleback College
Ventura County Community College District
 Moorpark College
 Oxnard College
 Ventura College

AMENDED AND RESTATED
BYLAWS
OF
INTELECOM Intelligent Telecommunications
(A California Nonprofit Public Benefit Corporation)

ARTICLE I

NAME

The name of this corporation is INTELECOM Intelligent Telecommunications.

ARTICLE II

OFFICES

Section 1. Principal Office. The principal office for the transaction of the business of the corporation will be located at 150 East Colorado Boulevard, Suite 300, Pasadena, California 91105-1937. The board of directors may change the principal office from one location to another.

Section 2. Other Offices. The board of directors may at any time establish branch or subordinate offices at any place or places where the corporation is qualified to do business.

ARTICLE III

PURPOSES AND LIMITATIONS

Section 1. Principal Purpose. This corporation has been organized to serve as the permanent designated agency of the Southern California Consortium for Community Television (the "Consortium"), a California Joint Powers Authority, in accordance with Sections 6500 et seq. of the California Government Code. The Consortium is engaged in the design, development, and delivery of quality instructional materials so that educational services and programs may be provided to each Partner District of the Consortium at less cost than if those services and programs were provided separately.

Section 2. Charitable Purposes. This corporation is organized and operated exclusively for nonprofit purposes as authorized by Section 501(c)(3) of the Internal Revenue Code. Notwithstanding any other provision of these bylaws, this corporation may not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation, and the corporation may not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or the corresponding provision of any future United States internal revenue law.

Section 3. Application of Ralph M. Brown Act. It is intended that the provisions of the Ralph M. Brown Act (California Government Code Sections 54950 et seq.) will apply to the meetings and other operations and activities of the corporation. If any provision of these bylaws conflicts or is inconsistent with the Ralph M. Brown Act, the latter will be controlling.

ARTICLE IV

MEMBERSHIP

Section 1. No Members. This corporation will have no members.

Section 2. Approval of Corporate Actions. Any action for which there is no specific provision in the Nonprofit Public Benefit Corporation Law applicable to a corporation that has no members and would otherwise require approval by the members shall require only approval by the board of directors, as provided in Corporations Code Section 5310.

ARTICLE V

DIRECTORS

Section 1. General Corporate Powers. Subject to the provisions of the California Nonprofit Public Benefit Corporation Law, the articles of incorporation, and these bylaws, the business and affairs of the corporation will be managed, and all corporate powers will be exercised by or under the direction of, the board of directors.

Section 2. Specific Powers. Without limiting the general powers set forth in Section 1, and subject to the same limitations, the directors have the power to:

(a) Appoint and remove all officers, agents, and employees of the corporation; prescribe any powers and duties for them that are consistent with law, the articles of incorporation, and these bylaws.

(b) Change the principal office from one location to another.

(c) Adopt, make, and use a corporate seal and alter the form of that seal.

(d) Borrow money and incur indebtedness on behalf of the corporation for the corporation's purposes, and cause to be executed and delivered, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.

(e) Cause the corporation to be qualified to do business in any other state, territory, or country and to conduct business within or outside the State of California.

Section 3. Number of Directors. The authorized number of directors will be the same as the number of members of the Executive Committee of the Consortium, which number may from time to time be increased or decreased by amendment to the Consortium's bylaws. As of the date of adoption of these bylaws, the authorized number of directors is seven.

Section 4. Designation of Directors. Members of the Executive Committee of the Consortium will serve as members of the board of directors of the corporation. Directors need not be residents of the State of California.

Section 5. Restriction on Interested Persons as Directors. No more than 49 percent of the persons serving on the board may be interested persons. An interested person is (i) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (ii) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of that person. A violation of the provisions of this section will not, however, affect the validity or enforceability of any transaction entered into by the corporation.

Section 6. Vacancies.

(a) Subject to the provisions of Section 5226 of the California Nonprofit Public Benefit Corporation Law, any director may resign effective upon giving written notice to the president, the secretary, or the board of directors, unless the notice specifies a later time for the effectiveness of that resignation.

(b) A vacancy or vacancies on the board of directors will be deemed to exist in case of a director's death or resignation, or termination of a director's membership on the Executive Committee of the corporation. Upon such vacancy, that vacancy must be promptly filled by the Consortium Council or Executive Committee in accordance with the corporation's bylaws. An appointment to fill a vacancy during an unexpired term will be for the remaining period of the unexpired term.

Section 7. Restriction on Interested Directors. No director may participate in a decision of the board of directors in which that director has a material financial interest. A violation of the provisions of this Section 7 will not, however, affect the validity or enforceability of any transaction entered into by the corporation.

Section 8. No Liability for Corporate Obligations. No director shall have any personal liability for the debts, liabilities, or obligations of the corporation.

Section 9. Prohibited Engagements. No director of the corporation, whether directly or indirectly, shall have a material financial interest in, or serve as a director, officer, employee, contractor, agent, partner, consultant, associate, or other legal representative of any entity that competes with the corporation in the provision of products or services.

Section 10. Voting by Directors. Each director shall have one vote, which may be cast only by the director who attends the meeting in person or who participates in the meeting by means of teleconferencing in accordance with all applicable provisions of Section 54953 of the Ralph M. Brown Act. No proxy or absentee votes are permitted. Except as otherwise provided by law, or in these Bylaws, a vote of the majority of those directors in attendance, whether in person or by means of teleconferencing, shall be sufficient to constitute action, provided that a quorum is present.

Section 11. Teleconferencing. In accordance with Section 54953 of the Ralph M. Brown Act, the directors may use teleconferencing for the benefit of the public and the board of directors in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of the Ralph M. Brown Act and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding. Teleconferencing may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the board of directors. All votes taken during a teleconferenced meeting shall be by rollcall. If the board of directors elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the board of directors. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the board of directors shall participate from locations within the boundaries of the territory over which the corporation exercises jurisdiction. The agenda shall provide an opportunity for members of the public to address the board of directors directly pursuant to Section 54954.3 of the Ralph M. Brown Act at each teleconference location. For purposes of this Section 11, "teleconference" means a meeting of the board of directors, the members of which are in different locations, connected by electronic means, through either audio or video, or both.

ARTICLE VI

MEETINGS

Section 1. Place of Meetings. Regular meetings of the board of directors may be held at any place within the boundaries of the territory over which the corporation exercises jurisdiction and that has been designated from time-to-time by resolution of the board of directors. In the absence of such designation, regular meetings will be held at the principal office of the corporation. Special meetings of the board of directors may be held at any place within the boundaries of the territory over which the corporation exercises jurisdiction and that has been designated in the notice of the meeting or, if not stated in the notice, or if there is no notice, at the principal office of the corporation.

Section 2. Regular Meetings. Regular meetings of the board of directors will be held on dates that are mutually acceptable to a majority of the board of directors. Notice of the time and place of regular meetings will be given to each director by one of the following methods: (i) by personal delivery; (ii) by first-class mail, postage paid; (iii) by telephone communication, either directly to the director or to a person at the director's office who would reasonably be expected to communicate that notice promptly to the director; (iv) by telegram, charges prepaid; (v) by facsimile transmission; or (vi) by e-mail. All such notices must be given or sent to the director's address or telephone number as shown on the records of the corporation. Notices sent by first-class mail must be deposited into a United States mail box at least seven calendar days before the time set for the meeting. Notices given by personal delivery, telephone, facsimile, e-mail or telegraph must be delivered, telephoned, telecopied, e-mailed or given to the telegraph company at least five days before the time set for the meeting. Notices to the public must comply with all applicable provisions of the Ralph M. Brown Act.

Section 3. Special Meetings. Special meetings of the board of directors for any purpose may be called at any time by the president, any vice president, the secretary, or any two directors. Notices to the public must comply with all applicable provisions of the Ralph M. Brown Act.

Section 4. Quorum. One-third of the authorized number of directors constitutes a quorum of the board of directors for the transaction of business. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present will be regarded as the act of the board of directors, unless a greater number is required by law or by these bylaws. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

Section 5. Adjournment. A majority of the directors present, whether or not constituting a quorum, may adjourn any directors' meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place is fixed at the meeting adjourned, except that if the meeting is adjourned for more than 24 hours, notice of any adjournment to another time or place must be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

Section 6. Fees and Compensation. Directors, members of committees, and officers of the corporation will not be compensated by the corporation for their services; such persons are, however, entitled to such reimbursement of expenses as may be determined by resolution of the board of directors to be just and reasonable.

ARTICLE VII

COMMITTEES

Section 1. Committees of Directors. The board of directors may, by resolution adopted by a majority of the directors then in office, designate one or more committees to serve at the pleasure of the board. Any committee, to the extent provided in the resolution of the board, will have all the authority of the board, except that no committee, regardless of board resolution, may:

- (a) fill vacancies in any committee;
- (b) fix the compensation of the directors for serving on the board or on any committee;
- (c) amend or repeal bylaws or adopt new bylaws;
- (d) amend or repeal any resolution of the board of directors that by its express terms, is not so amendable or repealable;
- (e) appoint any other committees of the board of directors or the members of these committees; or

(f) approve any transaction to which the corporation is a party and in which one or more directors have a material financial interest; or between the corporation and one or more of its directors or between the corporation and any entity in which one or more of its directors have a material financial interest.

Section 2. Meetings and Actions of Committees. Meetings and actions of committees will be governed by, and held and taken in accordance with, the provisions of Article VI of these bylaws that relate to meetings of directors, with such changes in the content of those provisions as are necessary to substitute the committee and its members for the board of directors and its members, except that the time for regular meetings of committees may be determined either by resolution of the board of directors or by resolution of the committee. Special meetings of committees may also be called by resolution of the board of directors. Minutes must be kept of each meeting of a committee and must be filed with the corporate records. The board of directors may adopt rules for the governance of any committee that are not inconsistent with the provisions of these bylaws.

ARTICLE VIII

OFFICERS

Section 1. Officers. The officers of the corporation consist of a president and a secretary. The president and the secretary need not be elected from among the members of the board of directors. The corporation may also have, at the discretion of the board of directors, a chair of the board, a vice-chair of the board, one or more vice presidents, a chief financial officer, one or more assistant treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article VIII. Any number of offices may be held by the same person, except that neither the secretary nor the chief financial officer may serve concurrently as the president or chair of the board.

Section 2. Appointment of Officers. The officers of the corporation, including those officers appointed in accordance with the provisions of Section 3 of this Article VIII, will be appointed by the board of directors, and each officer will hold office at the pleasure of the board.

Section 3. Subordinate Officers. The board of directors may appoint, and may authorize the president or another officer to appoint, any other officers that the business of the corporation may require, each of whom will have the title, hold office for the period, have the authority, and perform the duties specified in these bylaws or determined from time to time by the board of directors.

Section 4. Removal of Officers. Without prejudice to any rights of an officer under any contract of employment, any officer may be removed, with or without cause, by the board of directors, at any regular or special meeting of the board, or by an officer on whom such power of removal may be conferred by the board of directors.

Section 5. Resignation of Officers. Any officer may resign at any time by giving written notice to the corporation. Any resignation will take effect on the date of receipt of that notice or at any later time specified in that notice. Unless otherwise specified in that notice, the acceptance of the resignation is not necessary to make it effective. Any resignation is without

prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

Section 6. Vacancies in Offices. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause will be filled in the manner prescribed in these bylaws for regular appointments to that office.

Section 7. Responsibilities of Officers.

(a) Chair of the Board. If such officer is elected, the chair of the board shall preside at meetings of the board of directors and perform such other duties as may from time to time be assigned by the board of directors or prescribed by these bylaws. If the chair of the board is not present, the vice-chair shall preside at meetings of the board of directors. If the vice-chair is not present, the president shall preside at meetings of the board of directors. If there is no president, the chair of the board shall, in addition, be the chief executive officer of the corporation and shall have the duties specified below in paragraph (b).

(b) President. If there is no chair or vice-chair of the board, the president will preside at the meetings of the board of directors. The President will preside at any board meeting at which a chair of the board is to be elected and shall thereafter relinquish this responsibility. The president will, in general, perform all duties incident to the office of president and such other duties as may be prescribed by the board of directors and the bylaws.

(c) Vice-President. If such officer is elected, the vice president will, in the absence or disability of the president, perform all the duties of the president, and when so acting will have all the powers of, and be subject to all the restrictions upon, the president. The vice president will have such other powers and perform such other duties as may be prescribed for by the president or by the board of directors.

(d) Secretary. The secretary will:

(i) Keep or cause to be kept, at the principal office or such other place as the board of directors may direct, a book of minutes of all meetings and actions of the directors and committees of directors, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice given, the names of those present at these meetings, and the proceedings of these meetings.

(ii) Keep, or cause to be kept, at the principal office, as determined by resolution of the board of directors, records of the corporate directors, showing the names of all directors and their addresses.

(iii) Give, or cause to be given, notice of all meetings of the board of directors required by these bylaws to be given. The secretary must keep the seal of the corporation in safe custody. The secretary will have such other powers and perform such other duties as may be prescribed by the board of directors or these bylaws.

(e) Chief Financial Officer. If such officer is elected, the chief financial officer will:

(i) Keep and maintain, or cause to be kept and maintained, adequate and correct books and records of account of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The books of account will be open to inspection by any director at all reasonable times.

(ii) Deposit all money and other valuables in the name and to the credit of the corporation with such depositories as may be designated by the board of directors; disburse the funds of the corporation as may be ordered by the board of directors; render to the executive director, president, and directors, whenever requested, an account of the transactions and of the financial condition of the corporation. The chief financial officer will have such other powers and perform such other duties as may be prescribed by the board of directors or these bylaws.

(iii) If required by the board of directors, give the corporation a bond in the amount and with the surety or sureties specified by the board for faithful performance of the duties of this office and for restoration to the corporation of all books, papers, vouchers, money, and other property of every kind in the possession or under the control of the chief financial officer upon his or her death, resignation, retirement, or removal from office.

ARTICLE IX

INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER AGENTS

Section 1. Indemnification. To the extent and in the manner authorized by law, the board of directors may, in its discretion, authorize the corporation to indemnify its directors, officers, employees, and other agents against damages and liabilities, including court costs and attorneys' fees, that arise in the course and scope of their employment by, or duties performed on behalf of, the corporation.

Section 2. Insurance. To the extent authorized by law, the board of directors may, in its discretion, purchase insurance to cover those individuals and those events referenced above in Section 1.

ARTICLE X

MISCELLANEOUS

Section 1. Execution of Checks and Drafts. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness issued in the name of or payable to the corporation must be signed or endorsed by such person or persons and in such manner as, from time to time, is determined by resolution of the board of directors.

Section 2. Execution of Contracts. The board of directors, except as otherwise provided in these bylaws, may authorize any officer or agent to enter into any contract or to execute any instrument in the name of and on behalf of the corporation, and that authority may be general or confined to specific instances; and unless so authorized by the board of directors,

no officer, agent, or employee will have any power or authority to bind the corporation by any contract or engagement, or to pledge its credit, or to render it liable for any purpose or for any amount.

Section 3. Construction. Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Public Benefit Corporation Law govern the construction of these bylaws. Without limiting the generality of the above, the masculine gender includes the feminine and neuter, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both an organization and a natural person.

Section 4. Records and Reports.

(a) Maintenance of Corporate Records

The corporation must keep at the place or places designated by the board of directors, or, in the absence of such designation, at the principal office of this corporation:

- (1) Adequate and correct books and records of account;
- (2) Written minutes of the proceedings of the board of directors and committees of the board; and
- (3) The original or a copy of the articles of incorporation and bylaws, as amended to date.

(b) Inspection

Every director has the absolute right at any reasonable time to inspect the corporation's books, records, documents of every kind, and physical properties. The inspection may be made in person or by the agent or attorney of a director. The right of inspection includes the right to copy and make extracts of documents.

(c) Annual Report

Unless exempt from such requirement, the board of directors will cause an annual report to be sent to the directors within 120 days after the end of the corporation's fiscal year. That report will, in form and substance, comply with Section 6321 of the California Nonprofit Public Benefit Corporation Law.

ARTICLE XI

AMENDMENTS

The board may amend or repeal any provision of these bylaws, except that if any provision of these bylaws requires the vote of a larger proportion of the board than is otherwise required by law, that provision may not be amended or repealed except by that greater vote.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting secretary of INTELECOM Intelligent Telecommunications, a California nonprofit public benefit corporation, that the above bylaws, consisting of _____ pages, are the bylaws of this corporation as adopted by the board of directors on _____, 2009, and that they have not been modified since that date.

Executed on _____, 2009, at Pasadena, California.

Secretary

**INSTRUCTIONAL MATERIALS UTILIZATION AGREEMENT
FOR PARTNER DISTRICTS OF THE
SOUTHERN CALIFORNIA CONSORTIUM FOR COMMUNITY COLLEGE TELEVISION**

Effective as of: March 17, 2009, _____ ("Effective Date").

This Instructional Materials Utilization Agreement for Partner Districts ("Agreement") is entered into by and between INTELECOM Intelligent Telecommunications, a California nonprofit corporation ("INTELECOM"), located at 150 East Colorado Boulevard, Suite 300, Pasadena, CA 91105-1937, and the following Partner District of the Southern California Consortium for Community College Television ("Partner District"), as of the Effective Date and on the additional terms and conditions attached hereto and incorporated by reference in this Agreement.

Partner District: Rancho Santiago Community College District

With offices located at: 2323 Broadway, Santa Ana, CA 92706

This Agreement includes (I) the Instructional Materials Utilization Policy for Partner Districts of the Southern California Consortium for Community College Television in effect as of the Effective Date, (II) the Fees and Payment Schedule in effect as of the Effective Date, and (III) the General Terms and Conditions set forth below; all of which are attached to and incorporated by reference in this Agreement.

Agreed and confirmed:

**INTELECOM INTELLIGENT
TELECOMMUNICATIONS**

PARTNER DISTRICT

Rancho Santiago Community College District

By: _____

By: _____

Name: _____

Name: Peter Hardash

Title: _____

Title: Vice Chancellor Business Operations and
Fiscal Services

Date: _____

Date: March 17, 2009

**INSTRUCTIONAL MATERIALS UTILIZATION POLICY
FOR PARTNER DISTRICTS OF THE
SOUTHERN CALIFORNIA CONSORTIUM FOR COMMUNITY COLLEGE TELEVISION**

1 THE POLICY.

1.1 This Instructional Materials Utilization Policy for Partner Districts of the Southern California Consortium for Community College Television ("Policy") establishes the terms and provisions on which Partner Districts (used herein to reference a Partner District or one or more colleges of a Partner District) shall be authorized to use Instructional Materials (defined as any INTELECOM product, service, or content) made available from INTELECOM.

1.2 This Policy is incorporated by reference in the attached Agreement between INTELECOM and the specific Partner District named in the Agreement. This Policy is in addition to, and does not supersede, replace, or amend rights and restrictions as provided for in the Amended and Restated Joint Exercise of Powers Agreement dated as of [Insert date here] ("JPA"), as the JPA may be subsequently amended.

1.3 The Policy and the Fees and Payment Schedule in effect as of the Effective Date of the Agreement, as set forth below, may be modified and/or amended from time to time by INTELECOM, acting with the approval of the Executive Committee of the Southern California Consortium for Community College Television ("the Consortium"), upon notice in writing by INTELECOM to the Partner District.

2. INTELECOM ONLINE RESOURCES NETWORK. Rights and restrictions regarding the INTELECOM Online Resources Network are provided separately in the Subscriber License Agreement, the issuance and countersignature of which is required for a Partner District's use of the INTELECOM Online Resources Network.

3. TELECOURSES.

3.1 **Grant of Rights.** Partner Districts shall have the right to use Telecourses produced, owned, or otherwise acquired by INTELECOM in the manner and for the purposes described hereto. Telecourse fees shall be paid in accordance with the then-current Fees and Payments Schedule. The terms set forth in Section 7 ("Digital Use") also apply

3.1.1 **Delivery.** Telecourses may be (a) broadcast, cablecast, or transmitted via Instructional Television Fixed Service (ITFS), for instructional purposes only, over local educational or non-commercial channels, (b) used in a non-broadcast mode for self-paced study, independent learning, home study, or learning center programs, (c) streamed on demand within a secure, password-protected environment by students enrolled in the Telecourses at Partner Districts, and (d) simultaneously streamed as a webcast of a broadcast or cablecast as referenced in (a) above.

3.1.2 **Community College Instructional Network.** Partner Districts may utilize the INTELECOM-owned digital cable channel, the Community College Instructional Network (CCIN), as a means of providing enrolled students access to Telecourses. CCIN airing fees shall be paid in accordance with the then-current Fees and Payments Schedule.

3.1.3 **Duplication.** Partner Districts may duplicate the Telecourse video programs for use only by students enrolled in the Telecourses (a) in Licensee's libraries and learning centers, and (b) for loan to such students for off-site viewing. Any such duplication shall be at the Partner District's sole cost and expense and must be completed either (a) at its own on-campus facility or (b) by a third-party vendor at an off-campus facility, but only if such vendor is approved in advance and in writing by INTELECOM. Any such duplication shall be subject to the continuing right of INTELECOM to review and approve the quality of duplication, labeling and loan procedures. Partner Districts may purchase Telecourse video programs in formats as made available by INTELECOM, including but not limited to Student DVD Sets, according to the then-current Fees and Payments Schedule.

3.2 **Restrictions.** Partner Districts shall use complete and entire Telecourses in the form and format provided by INTELECOM. No portion of Telecourses or the video programs therein may be used in any other manner or incorporated in any other live or recorded program, presentation, transmission, and/or exhibit without prior written permission from INTELECOM. Each transmission, exhibition or copy must include Telecourse video programs in their entirety, including

all titles and credits. No commercial message of any kind shall be transmitted in conjunction with the Telecourses. Telecourse video programs may not be cut, added to, edited, re-edited, re-formatted, or otherwise altered by or for Partner Districts in any manner.

4. COMMUNITY BROADCAST/CABLECAST.

4.1 **Grant of Rights.** Partner Districts may transmit INTELECOM video programs via their local educational, non-commercial broadcast/cable channels for community services general programming purposes only. Community broadcast/cablecast fees shall be paid in accordance with the then-current Fees and Payments Schedule. The terms set forth in Section 7 ("Digital Use") below also apply.

4.2 **Restrictions.** No instruction is permitted in conjunction with community broadcast/cablecast. Any and all use tied to instruction is subject to Telecourse fees, as set forth in Section 3 ("Telecourses"). Video streaming, whether on demand or simultaneous, is not permitted under Community Broadcast/Cablecast.

5. CLASSROOM AUDIOVISUAL USE.

5.1 **Grant of Rights.** Partner Districts shall have the right to exhibit INTELECOM video programs (videotapes or DVDs, and the contents contained therein) within classroom-based courses. Public performance, building closed circuit, and campus LAN rights are included. No fees, except materials fees as necessary for obtaining the video programs, apply. The terms set forth in Section 7 ("Digital Use") below also apply.

5.2 **Restrictions.** No other use is permitted in conjunction with Classroom Audiovisual use including but not limited to distance learning, use of distance learning or course management (CMS, LMS) software, broadcast, cablecast, or any other form of digital or electronic transmission (except as granted above), duplication or reproduction, editing, re-editing, reformatting, or other altering.

6. DVD STUDENT SETS.

6.1 **Grant of Rights.** Partner Districts may purchase Student DVD Sets from INTELECOM, subject to availability and in accordance with the then-current Fees and Payments Schedule, for bookstore resale to, and personal use by, students enrolled in face-to-face, hybrid and online courses as a support to instruction. Partner Districts may refer students to the INTELECOM Online Student Store for direct purchase of Student DVD Sets, Streaming-On-Demand, and Video Downloads of INTELECOM series, subject to availability.

6.2 **Restrictions.** No other use is permitted in conjunction with Supplemental Use including but not limited to Telecourse use, use of distance learning or course management (CMS, LMS) software, circulation, public performance, classroom exhibition rights, broadcast, cablecast or any other form of digital or electronic transmission, duplication or reproduction, editing, re-editing, reformatting, or other altering. No digital rights are granted.

7. DIGITAL USE.

7.1 Rights and Restrictions.

7.1.1 Partner Districts may digitally encode INTELECOM video series and individual video lessons ("Videos") for purposes of broadcast and/or cablecast, optical storage (e.g. CD-ROM and DVD) and computer network delivery (e.g. Video Streaming, LAN, WAN, Video-on-Demand), provided only that all conditions under this Policy are met. Videos may not be delivered or used in a way that disparages or degrades the original educational intent or purpose of the course content. Any use, bundling, editing, segmenting, or repurposing of the Videos and their contents to create separate or derivative works may constitute an infringement of copyright and is strictly prohibited.

7.1.2 Partner Districts must provide a notice of copyright ownership in a form specified by INTELECOM (e.g., "Copyright © [Year of Publication] by INTELECOM Intelligent Telecommunications. All Rights Reserved") on all digitally encoded and delivered versions of the Videos.

7.1.3 Partner Districts may not contract with or assign to third party vendors any digital encoding, storage, or digital delivery rights in or to the Videos unless expressly authorized by INTELECOM.

7.1.4 Any use or distribution of the Videos in a digital format or platform that does not conform to this Policy is prohibited.

7.2 Optical Storage (CD-ROM, DVD), Broadcast, Cablecast.

7.2.1 All Videos digitized for storage on optical platforms (e.g. CD-ROM, DVD), or for broadcast or cablecast off digital servers, must be encoded and made available in their original and complete form.

7.2.1 Videos and their contents may not be edited, re-edited, sampled or otherwise altered. Under no circumstances shall segments or clips from the Videos be created or made available for delivery to students via optical storage, broadcast or cablecast.

7.2.2 No faculty-created or any other third party content may be encoded with the Videos for storage on CD-ROM or DVD.

7.2.3 All distribution of the Videos on CD-ROM or DVD shall be to enrolled students only

7.3 Computer Network Delivery (Internet, LAN, WAN, Video-On-Demand).

7.3.1 Partner Districts may digitally encode the Videos for real-time and/or delayed linear playback on computer networks, including uni-cast or multi-cast streams. This includes authorization to stop and playback the Videos as in a videotape environment.

7.3.2 Videos must be maintained and made available in their original and complete form. Videos may not be edited, re-edited, sampled, or otherwise altered. Under no circumstances shall edited or indexed segments or clips from the Videos be created or made available for computer network delivery

7.3.3 Videos may not be made available for download and storage on student or faculty computers or mobile devices (e.g. iPods, mobile phones) except where expressly authorized by INTELECOM.

7.3.4 All digital delivery of the Videos shall be at broadband rates, defined as 100kbps or greater. Under no circumstances shall the Videos be encoded for, or delivered using dial-up modems.

7.3.5 Under no circumstances shall the Videos be delivered or otherwise made available for open or public Internet access except as authorized under Section 3 ("Telecourses") or unless otherwise expressly authorized by INTELECOM.

7.3.6 All delivery of the Videos over computer networks must be in a secure, password-protected environment accessible by enrolled students only

7.4 TECHNICAL STANDARDS.

7.4.1 Digital encoding of the Videos for optical storage, broadcast and cable, or computer network delivery must meet industry-accepted standards for visual and audio quality.

7.4.2 Digital encoding of the Videos must be off duplication grade source masters, including but not limited to S-VHS, DVD, Betacam SP, DVCam and DVC Pro. Digital encoding off VHS or Video CD masters is prohibited.

7.4.3 Digital conversion, encoding and delivery of the Videos is subject to the continuing right of INTELECOM to establish and enforce technical standards. If directed to by INTELECOM, Partner Districts shall provide samples of digitized Videos for review and approval by INTELECOM.

8. DURATION, MODIFICATION AND TERMINATION.

8.1 **Duration.** The Policy, and the attached Agreement in which the Policy is incorporated, shall remain in effect as to each Partner District for so long as such Partner District remains a partner district of the Consortium, (i) subject to the right of INTELECOM, acting with the approval of the Executive Committee, to modify and/or amend the Policy and the Agreement in which the Policy is embodied on notice in writing to the Partner District, and (ii) subject to the right of a

Partner District to terminate a contract, all as provided below

8.2 Fees and Payment Schedule. Use of the Instructional Materials as provided above is subject to payment by each Partner District to INTELECOM of the amounts set forth in the then-current Fees and Payment Schedule, which may be modified and/or amended from time to time by INTELECOM with the approval of the Executive Committee of the Consortium and on notice in writing to the Partner District. The Fees and Payment Schedule in effect as of the Effective Date of the attached Agreement in which the Policy is incorporated is set forth below

8.3 Other Terms and Conditions. INTELECOM, acting with the approval of the Executive Committee of the Consortium, shall have the right to modify and/or amend the other terms and conditions of the Policy, and the contracts in which the Policy is embodied, including but not limited to the attached Agreement in which the Policy is incorporated, from time to time on notice in writing to the Partner District.

8.4 Termination. If and when INTELECOM, acting with the approval of the Executive Committee of the Consortium, modifies and/or amends the Fees and Payment Schedule and/or any other terms and conditions of the Policy, and the contracts in which the Policy is embodied, each Partner District under contract shall have the right to terminate the Agreement then in effect by giving notice of termination in writing to INTELECOM not later than thirty (30) days after the effective date of any such modification and/or amendment. Unless terminated as provided above, the Policy and the attached Agreement in which the Policy is incorporated shall remain in full force and effect as modified and/or amended. Upon termination by timely notice in writing to INTELECOM as provided above, the Partner District's right to use the licensed Instructional Materials shall also terminate, and the licensed Instructional Materials in the possession, custody or control of the terminating Partner District will be erased or otherwise destroyed. Upon request by INTELECOM, the terminating Partner District shall certify in writing the complete erasure or other destruction of the Instructional Materials.

— End of Instructional Materials Utilization Policy —

II

FEES AND PAYMENTS SCHEDULE

Product/Service	Fee	Payment Terms
INTELECOM Online Resources Network Full access to the repository for all <i>INTELECOM-owned</i> content. * * <i>Third-party content collections</i> are sold separately	Annual Maintenance Fee \$1500 per college	Invoice: July Note: Fees are paid in advance. The July 2009 invoice will reflect the fee for the 2009-10 academic year. Payment: Net 30
Telecourse Enrollment Use of INTELECOM-produced and acquired telecourses for credit.	\$5.69/Unit (e.g., \$17.07 per 3-unit course) Note: No base license fees.	Invoice: February * * Invoice amount based on Enrollment Assessment Report received the prior October from the District. Note: Enrollments are two years in arrears. The 2009-10 invoice issued in February 2009 will reflect 2007-08 use. Payment: July 1 (past due on 10/15)

Telecourse Materials INTELECOM-produced video programs and study guides to support telecourse offerings.	DVD Student Sets * \$15 (bookstore net) Masters (e.g., DVD, tape) * Cost (prices vary) Study Guides * \$17.50-\$25 (bookstore net) * plus 10% shipping/handling fee	Invoice: Upon shipment Payment: Net 30
Community College Instructional Network (CCIN) Programming and airing of telecourses on CCIN.	Per Course Per Term \$200 Note: Effective July 2010.	Invoice: July Note: Fees are one year in arrears. The July 2010 invoice will reflect fees for the 2009-10 academic year (beginning Summer 2009 term). Payment: Net 30
Community Broadcast/Cable Airing of telecourse videos for community service purposes only Not for instruction.	Per Episode Per Year \$50	Invoice: Prior to airing Payment: Net 30
Classroom Audiovisual Use INTELECOM course DVDs to augment classroom-based instruction.	Per Episode DVD * \$10 * plus 10% shipping/handling fee	Invoice: Upon shipment Payment: Net 30
DVD Student Sets INTELECOM DVD Student Sets to augment courses, including but not limited to, online, hybrid, and classroom courses.	DVD Student Sets * \$15 (bookstore net) * plus 10% shipping/handling fee	Invoice: Upon shipment Payment: Net 30

— End of Fees and Payments Schedule —

III

GENERAL TERMS AND CONDITIONS

A. Scope of General Terms and Conditions. In addition to the Policy and the Fees and Payment Schedule set forth above (as such may be modified and/or amended from time to time by INTELECOM), the following General Terms and Provisions shall also apply

B. Ownership, Control and Use of Intellectual Property All of the Instructional Materials are protected by copyright, trademark and other applicable intellectual property laws, are owned and controlled by INTELECOM (except to the extent that the Instructional Materials include content owned by third parties and used by license or under fair use), all subject to the rights of the Consortium as set forth in the JPA, and are licensed to the Partner District for use in compliance with the Agreement and its attachments. INTELECOM shall have the right to review and approve the use of its trademarks to the maximum extent required by law to ensure the ownership and validity of its marks. Partner District acquires no ownership rights of any kind in the intellectual property of INTELECOM and shall not use such intellectual property except as expressly authorized by INTELECOM.

C. **Payment.** The Partner District's failure to pay fees when and as due shall give INTELECOM the right to suspend the license to use the Instructional Materials granted to the Partner District in this Agreement and/or to terminate the Agreement.

D. **Representations, Warranties and Indemnities.** Each party (each one an "Indemnifying Party") hereby represents and warrants to the other party (each one an "Indemnified Party") that each Indemnifying Party is fully authorized to enter into and perform its obligations under the Agreement and/or the documents incorporated by reference therein (including but not limited to the Policy, the Fees and Payment Schedule, and/or the General Terms and Provisions). Each Indemnifying Party shall indemnify, defend and hold harmless each Indemnified Party, and the Indemnified Party's officers, directors, employees, agents, and representatives, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, based on allegations which, if true, would constitute a breach of the representations, warranties, duties, covenants and other obligations of the Indemnifying Party under the Agreement and/or the documents incorporated by reference therein. Notwithstanding the foregoing, the Partner District acknowledges and agrees, on behalf of itself and its students and faculty, that INTELECOM shall have no liability (whether based in contract, tort, strictly liability or otherwise) for any indirect, incidental, consequential or special damages arising out of or in any way connected with access to and/or use of the Instructional Materials, including but not limited to liability associated with any interruption in access and/or any viruses that may infect the equipment used by the Partner District and/or its students and faculty.

E. **Alternative Dispute Resolution.** If any dispute arises between the parties regarding any aspect of the attached Agreement and/or the documents incorporated by reference therein (including but not limited to the Policy, the Fees and Payment Schedule, and/or the General Terms and Provisions), and the dispute cannot be resolved by informal consultation between the parties, then the dispute shall be submitted to confidential binding arbitration in the City of Pasadena, State of California. The arbitrator(s) and the rules of arbitration shall be subject to the mutual agreement of the parties. If no agreement is reached, then either party may compel arbitration in any court of competent jurisdiction in the City of Pasadena, State of California. The parties shall be entitled to conduct reasonable discovery as permitted by the arbitrator(s) and to seek interim, temporary, preliminary or permanent injunctive relief, in any court of competent jurisdiction during the pendency of the arbitration and/or in order to enforce the terms of any arbitration award. In any such action, including litigation and arbitration, the losing party shall pay all attorneys' fees and costs, and the costs of transportation, food and lodging, incurred by the prevailing party.

F. **Applicable Law.** This Agreement shall be construed and enforced under the laws of the State of California.

G. **Modification.** This Agreement may not be modified or amended except (a) by INTELECOM as set forth above, or (b) by a written agreement signed by both parties. No waiver of any term or condition of this Agreement, or of any breach of this Agreement or any portion thereof, shall be deemed a waiver of any other term, condition or breach of this Agreement or any portion thereof.

H. **Assignment.** Partner District may not transfer, assign or sublicense this Agreement, and/or any rights under this Agreement, in whole or in part, to any third party without the express prior written consent of INTELECOM, which consent may be withheld in INTELECOM's sole discretion. Any such consent, if and when given, shall not relieve Partner District of any of its obligations under this Agreement.

I. **Notices.** Any written notice or delivery under any provision of this Agreement shall be deemed to have been properly made if sent by traceable mail to the address(es) set forth above, except as such address(es) may be changed by notice in writing.

J. **Force Majeure.** Neither party's delay or failure to perform any provision of this Agreement, as a result of force majeure or circumstances beyond its control (including, without limitation, war, strikes, floods, earthquakes, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any infrastructure) shall be deemed to be, or give rise to, a breach of this Agreement.

K. **Entire Agreement.** The parties acknowledge and agree that the attached Agreement, including the documents incorporated by reference therein, is the complete and entire agreement between them regarding the subject matter hereof, and replaces and supersedes any and all communications, arrangements and understanding between them regarding the subject matter hereof.

L. **Authority of Signatories.** Each person signing this Agreement on behalf of the parties hereto represents and warrants that he or she enjoys the right, authority and legal capacity to execute this Agreement on behalf of such party, and that no further approvals, consents or ratifications of any officers, boards of directors, or other person or entity is necessary to give full force and effect to this Agreement.

— End of General Terms and Conditions —

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santiago Canyon College

To: Board of Trustees	Date: April 13, 2009
Re: Approval of Vocational Education Agreement with Hair California Beauty Academy	
Action: Request for Approval	

BACKGROUND

Santiago Canyon College contracts with Hair California Beauty Academy to provide credit-bearing cosmetology training leading to qualifying for the state board licensing exams for SCC students. This agreement is up for renewal for the 2009/2010 academic and fiscal year.

ANALYSIS

This contract has been reduced by \$50,000 in order to lower general fund expenditures. Hair California Beauty Academy will continue to provide vocational education instruction in cosmetology, with the intent of preparing students for careers as licensed cosmetologists, cosmeticians/estheticians, manicurists and barbers. The private school contracts to provide instruction for up to the following maximum number of student positive attendance hours at the rate of reimbursement per hour:

<u>School</u>	<u>Hours/Attendance</u>	<u>Rate per Hour</u>
Hair California Beauty Academy	162,777 (310.05 FTE)	\$2.25/Hour

RECOMMENDATION

It is recommended that the Board approve the agreement with Hair California Beauty Academy for the academic and fiscal year 2009/2010.

Fiscal Impact: \$366,250	Board Date: April 13, 2009
Prepared by: Tricia Evans, Dean, Career Education Mary Halvorson, Vice President, Academic Affairs	
Submitted by: Juan Vázquez, President SCC	
Recommended by: Edward Hernandez, Jr., Ed.D., Chancellor	

HAIR CALIFORNIA BEAUTY ACADEMY
and
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

VOCATIONAL COSMETOLOGY EDUCATION AGREEMENT 2009-10

This Agreement is made and entered into this 13th day of April, 2009, by and between the Rancho Santiago Community College District (hereinafter referred to as "District") and Hair California Beauty Academy (hereinafter referred to as "Contractor") located at 1110 N. Tustin Street, Orange, CA 92867-5910.

WITNESSETH

WHEREAS, the District, through Santiago Canyon College, intends to provide a vocational education program for the benefit of eligible students of the District, under the State Plan for Vocational Education and the Federal Vocational and Technical Education Act of 1998, through this agreement with the Contractor in order to prepare such students for the vocations of licensed cosmetologist, licensed manicurist and/or licensed Cosmetician/Esthetician and it being understood that such program shall be so designed and conducted that it may lead to a California State License in Cosmetology, Manicurist, or Cosmetician/Esthetician for such students; and

WHEREAS, the Board of Trustees for Rancho Santiago Community College District has approved the contracting out of the cosmetology program pursuant to Education Code 78015; and

WHEREAS, the District has an obligation under Sections 55607, 55620, and 55630 of Title 5 to report on vocational education contracts with Private Postsecondary institutions to the State Chancellor's Office; and

WHEREAS, the District also intends to limit the hours of instruction to a maximum of 162,777 student positive attendance hours, the enrollment pattern may consist of full-time students (a maximum of 8 hours per day, forty hours per week) or part-time students attending less than 8 hours per day, but shall not exceed 162,777 total student attendance hours for the Agreement. The total number of students enrolled shall not exceed a number at which the District funded program may operate effectively; and

WHEREAS, Contractor represents that it is a non-public vocational school with extensive capabilities and experience in vocational instruction and training and holds a current institutional approval issued by the Council for Private Post-secondary and Vocational Education in accordance with the provisions of California Education Code 94311 and the Council For Private Postsecondary and Vocational Education approves the course(s) or program(s): Cosmetology, Manicuring, Cosmetician/Esthetician, Barbering; and

WHEREAS, Contractor represents that each instructor of the Contractor in this program possesses a certificate of authorization for service in a California Private Postsecondary

Educational Institution pursuant to California Education Code 94311(d)(3); or a valid license to teach issued by the State Board of Cosmetology; and valid minimum qualifications for faculty to teach in cosmetology as stated and required by Administrative Regulations Title V, Section 55530(e) and approved by the Rancho Santiago Community College Board of Trustees.

WHEREAS, Contractor represents that its financial resources are adequate to insure operation for the duration of the student training period and the Contractor operates on the basis of sound administrative policies and adheres to non-discriminatory practices and does not and shall not discriminate on the basis of sex, race, color, religion, ancestry, national origin, age, citizenship, medical condition, physical handicap or marital status; and

WHEREAS, Contractor represents that its physical facilities meet requirements of State and local safety and health regulations and its equipment and instructional materials are adequate and suitable for the courses offered and the number of students in attendance; and

WHEREAS, Contractor represents that it maintains current, accurate records of both student attendance based on time cards and progress. The Contractor consents to inspection of these records by authorized representatives of the District, California Community College Board of Governors, other regulatory and administrative agencies and the State Board of Cosmetology; and

WHEREAS, Contractor represents that it is free of any pending or existing proceedings against its license or that of any of its instructors; or in the alternative, that it can show to the satisfaction of the District by way of written evidence that such proceedings are without merit and will be disposed of in favor of the license;

WHEREAS, the District intends to provide, for the benefit of selected, eligible students of the District, a vocational education program under the State Plan for Vocational Education through this agreement with the Contractor, in order to prepare such students for the vocation of Cosmetology, it being understood that such program shall be so designed and conducted that it may lead to a California State License in Cosmetology for such students; and,

WHEREAS, the Contractor operates as a private, post-secondary, vocational school offering instruction and training in Cosmetology;

NOW THEREFORE, in consideration of the conditions, covenants, terms agreements and recitals contained herein, it is mutually agreed as follows:

1. All of the above recitals are true and correct.
2. The Contractor shall comply with all provisions of The California Education Code and Title 5 of the California Code of Administrative Regulations applicable to said Contractor's school to which the District's students are to be assigned, including, but not limited to the holding by Contractor of this valid certificate of course approval and a license as a private, post-secondary vocational school for instruction and training in cosmetology; it being agreed that

- a. The Contractor shall submit to the District evidence of compliance with this certificate and license requirement prior to the assignment by the District of any of its students to the Contractor's school; and
 - b. The Contractor shall continue to operate such a school during the term of this Contract.
3. The Contractor's school shall either be currently accredited by an accrediting agency recognized by the United States Office of Education or shall conform to the applicable portion of the Western Association of School and Colleges guidelines on contractual relationships with nonaccredited organizations.
4. The Contractor shall provide, operate, and maintain at its school, physical facilities that comply with requirements of all federal and state laws and statues including safety and health regulations, applicable to its operations as a private, post-secondary vocational school for instruction and training in cosmetology.
5. The Contractor shall provide and maintain at its school, approved equipment and instructional materials for the courses offered, and the number of students in attendance.
6. The Contractor shall comply with applicable provisions of the Higher Education Act of 1965, as amended, and, prior to the assignment by the District of any of its students to the Contractor's school, shall submit to the District evidence of such compliance.
7. The Contractor shall comply with applicable provisions of Title VI of the Civil Rights Act of 1964 and ADA (the Americans With Disabilities Act), and, prior to the assignment by the District of any of its students to the Contractor's school, shall submit to the District evidence of such compliance. Contractor agrees that it will not unlawfully discriminate against any person because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status or sex of such person and shall provide reasonable accommodations.
8. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
9. The District and the Contractor shall comply with all applicable general provisions of the California State Plan for Vocational Education and all special provisions in such Plan relating to instruction in the vocational area of which cosmetology is a part.
10. The District shall enroll a maximum number of students up to capacity with no minimum in the Contractor's school; it being understood that the District does NOT guarantee any set number of students will be enrolled in the Contractor's school at any time.

11. The Contractor shall provide for sixteen hundred (1600) hours of approved instruction and training per student in cosmetology or four hundred (400) hours of approved manicuring instruction per student or six hundred (600) hours of approved Cosmetician/Esthetician instruction per student or fifteen hundred (1500) hours of barbering instruction per student constitutes the State prescribed educational program to be completed prior to the Board Examination and License of students. For each District student, Contractor shall provide staff, facilities, non-personal equipment, supervision and related services required for such instruction and training for each of the students of the District authorized to attend the Contractor's school located at 1110 N. Tustin Avenue, Orange, CA 92867 as established elsewhere in this contract; and it being further understood that the actual number of hours of such instruction and training available to any such authorized student at the expense of the District shall be limited by the period of time between the enrollment date of the student and the final termination date of this contract and the limitations on hours of instruction as established elsewhere in this Contract.

- a. The sixteen hundred (1600) hours of approved instruction and training per student in cosmetology or four hundred (400) hours of approved manicuring instruction per student or six hundred (600) hours of approved Cosmetician/Esthetician instruction per student or fifteen hundred (1500) hours of barbering instruction of approved instruction and training as detailed above for the respective fields shall be in accordance with applicable requirements of appropriate California State Board(s) or licensing agencies having responsibility for admission to examination for a certificate and/or a license in those fields.
- b. The sixteen hundred (1600) hours of approved instruction and training per student in cosmetology or four hundred (400) hours of approved manicuring instruction per student or six hundred (600) hours of approved Cosmetician/Esthetician instruction per student or fifteen hundred (1500) hours of barbering instruction of approved instruction and training shall be given in a proportionate manner over a period of three college semesters or two college semester and a summer session from the date of enrollment for a full-time forty (40) hours per week student. A student who attends part-time may complete the program in any other combination until a total of 1600 hours in cosmetology or 400 hours in manicuring or 600 hours in Cosmetician/Esthetician or 1500 hours in barbering has been completed. Instruction and training for an individual student shall be limited to eight (8) hours on any day for a minimum of 20-24 hours and a maximum of 40 hours in any calendar week. Instruction time shall be provided by the Contractor for all students who wish such instruction during the school holidays (excluding legal holidays), winter recess and summer vacation provided such instructional time does not exceed the total hours stipulated within this Agreement.
- c. The scope, content, and scheduling of the instruction and training to be provided under this Contract shall be subject to the prior written approval of the authorized representative of the District, it being understood that the District, acting through its representative, has the right to modify the scope, content, and/or scheduling of

instruction and training, if, in the opinion of such representative, modification is necessary to achieve the vocational objective of the instruction and training.

- d. The sixteen hundred (1600) hours of approved instruction and training per student in cosmetology or four hundred (400) hours of approved manicuring instruction per student or six hundred (600) hours of approved Cosmetician/Esthetician instruction per student or fifteen hundred (1500) hours of approved barbering instruction and training shall be given under the direct supervision of California licensed cosmetology instructors holding valid California teaching credentials authorizing services in the area of cosmetology in vocational programs in a community college or possessing equivalent qualifications as established by the District, proof of minimum qualifications to be maintained 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. As stated and required in the Administrative Code, Title V, Section 55630(e), all instructors employed by the private agency shall enter into an "Agreement for Teaching Services" (provided separately).
- e. Should it become necessary for one or more District student(s) to transfer to the Contractor from schools and colleges, both public and private, that are accredited and hold valid certificates of course approval and licenses as private, post-secondary, vocational schools for instruction and training in cosmetology, the Contractor agrees to accredit each of such students with one hour of credit for each and every hour of approved instruction and/or training received by, or credited to, such student in the former program.
- f. Any student of the District who completes sixteen hundred (1600) hours of approved instruction and training in cosmetology or four hundred (400) hours of approved manicuring instruction or six hundred (600) hours of approved Cosmetician/Esthetician instruction or fifteen hundred (1500) hours of barbering, and has not had the minimum instruction and training required for certification to take the examination for a certificate of registration and/or license because of deficiency in one or more areas of required expertise, shall receive from the Contractor such instruction, training, and preparation as may be necessary, forthwith, at no cost to either the student or the District.
- g. The Contractor shall participate in a program review and validation conducted by the District and at the discretion of the District. Said program review shall include, but is not limited to, advisory committee minutes, student completion statistics, student surveys, student evaluations, a review of Contractor's curriculum, units of instruction, methods of instruction, instructional supplies and materials, physical resources, record keeping process and practices, governance, and Contractor-District relationship. In the event a program review is requested, Contractor shall be given at least sixty (60) days written notice. Contractor shall complete a self-appraisal in the format supplied by District and submit said self-appraisal to District thirty (30) days prior to a site visitation by District representatives.

12. The Contractor shall provide, without additional charges to the District or the District's students covered by the Contract, all necessary instructional materials and supplies as ordinarily supplied by the District without cost to students in this or other vocational offerings of said District; and may require students covered by this Contract to purchase such offerings of said types and/or kinds of instructional materials as the District ordinarily requires students in this or other vocational offerings of said District to furnish without cost to said District; it being agreed that each student covered by this Contract shall furnish his/her personal textbook(s) and personal tools and/or equipment and uniforms. All material and equipment supplied by the Contractor shall remain the property of the Contractor and shall not be removed from the Contractor's premises without the permission of the Contractor.
13. The District shall pay to the Contractor \$2.25 for each hour of approved attendance by authorized students of the District covered by this Contract, pursuant to the terms and conditions noted hereinafter.
- a. District payments shall be made monthly, and shall be based upon a certification of the hours of such attendance during the previous calendar month at the Contractor's place of instruction and training; it being agreed that each certification shall be on forms supplied by the District, and shall be based upon daily attendance records maintained by the Contractor, and subject to review and/or audit by an authorized representative of the District.
 - b. The Contractor shall submit and certify monthly statements and billings to Santiago Canyon College, 8045, E. Chapman Avenue, Orange CA 92869 Attention: Dean, Career Education or designee, at the end of each month on the forms provided by the District (See, attachment). Billings shall include evidence of positive attendance in accordance with State Regulations. All billings shall be accompanied by attendance sheets verifying the number of enrollees and number of actual hours of instruction given. It is the responsibility of Contractor to ensure that delivery is made to the appropriate office.
 - c. Records of enrollee attendance shall be maintained by the Contractor for a period of five (5) years and shall be available for review by the District, its staff, its auditor, the Office of Private Post Secondary Education, and the staff of the Vocational Education Unit of the California Community Colleges – Chancellor's Office.
 - d. The Contractor shall not be reimbursed for more than a total of sixteen hundred (1600) hours of instruction and/or training for any one student.
 - e. In the event a District student withdraws from the program of instruction, or, because of failure to attend scheduled instruction, is dropped from the program, the District shall be responsible to the Contractor for payment for only the actual hours of authorized attendance of such student prior to the drop or withdrawal date.

- f. In the event that the District determines that the total direct and indirect cost to provide the same sixteen hundred (1600) hour program of instruction and training, or a recognized portion thereof, in an operating school of the District, or the tuition the Contractor charges its private students for such program or portion thereof, is less than the amount computed as noted herein before, the Contractor agrees to enter into an amendment to this Contract to provide for a reduction in hourly rate to produce no more than the lower of such total cost of instruction or tuition.
 - g. Contractor states that 55% of the above hourly rate represents actual costs of instructors, including all salary related benefits, 8% of the above hourly rate represents rental of equipment, and 27% of the above hourly rate represents rental of facilities.
 - h. The District shall enroll a maximum number of students up to capacity with no minimum in the Contractor's school; it being understood that the District does NOT guarantee any set number of students will be enrolled in the Contractor's school at any time.
 - 1. Contractor shall submit with their monthly statement a copy of any site visitation reports made by the State Board of Cosmetology.
14. Except as noted in this Contract, the Contractor shall not charge students receiving instruction and training under this Contract additional cost for tuition, supplies, and/or equipment for any instruction and/or training to be provided in accordance with this Contract.
15. The Contractor agrees to accept new students during each enrollment period established by the District.
16. The District shall provide the normal administrative functions relating to admissions, counseling, registration, permanent achievement records, program monitoring, and awarding evidence(s) of completion; it being understood that during such times as any District student is in attendance in the Contractor's school, such student will be subject to the Contractor's rules and regulations relating to conduct, health, and safety; and operating procedures; it being understood that disciplinary action leading to suspension or dismissal of a District student shall be taken only by the District after consultation with the Contractor.
17. The Contractor will provide those administrative functions essential for the operation of his/her facility at his/her own expense.
18. The Contractor and the District shall ensure that ancillary and support services as relating to counseling, guidance and placement are provided for the students.
19. The Contractor shall maintain accurate records of attendance and progress for each student and evaluations of each student at the request of the District, and shall submit to the District such information from such records as is requested by the authorized

representative(s) of the District; it being understood that such submittals may be upon a regular schedule and /or upon special requests and it being further understood that there shall be no release of information from such records to any party other than such representative(s). Contractor shall insure that such information shall be used only for purposes directly related to the academic or professional goals of the District.

20. The District shall be financially committed to the cosmetology program only for the amount of monies adopted by the Rancho Santiago Community College District Board of Trustees for this program during the 2009-2010 fiscal year that starts on July 1, 2009 and expires on June 30, 2010. In the event that monies are exhausted, the Contractor's school agrees to continue the program for each student enrolled for the remainder of the contract period or until the student has completed the course, whichever comes first, at no additional cost to the District or the student.
21. The Contractor shall permit inspections by authorized representatives of the District, the Bureau of School Approvals of the California State Board of Finance, the California Community Colleges, and/or any state, county, or local licensing board and/or agency having jurisdiction in matters relating to the operation of the Contractor's school; it being understood that when such inspections are made, it shall be made possible for said representatives to evaluate course offerings; examine, and, as required, audit school records; interview students and others; and/or evaluate physical plant, instructional aids equipment, and classes in session.
22. Contractor will obtain and maintain all workers' compensation insurance required by law for employees in the operation of this program.
23. Contractor provides, when required by law and at the Contractor's own expense workers' compensation insurance coverage for any student.
24. The Contractor shall indemnify and hold harmless the District and its Board of Trustees, the Board of Governors of the California Community Colleges, and the State of California, and their respective officers, agents and employees of each such entity against any and all claims and liabilities for death or injury to any person and/or loss, and/or damage to any property arising out of, or in any manner connected with the making of and/or performance of this Contract by Contractor.
 - a. In satisfaction of this requirement, the Contractor, in order to protect said entities, officers, agents, and employees, shall secure and maintain, at the Contractor's expense, a policy of general liability insurance with limits of not less than one million dollars (\$1,000,000) per occurrence for personal injury or death, and not less than twenty-five thousand dollars (\$25,000) for property damage.
 1. Said policy shall be obtained from a reliable insurance carrier authorized to do such general liability and property damage insurance business in the State of California.
 11. Said policy shall expressly name District, its entities, officers, agents, and employees, the Board of Governor's of the California Community

Colleges and the State of California and their agents, employees, and officers as additional insured.

- iii. Said policy shall provide that the District shall be given not less than ten (10) days written notice of any cancellation, modification, or reduction of policy coverage.
 - iv. Contractor shall provide to the District a certificate of insurance covering the contract period and stating the required coverage.
 - v. A copy of said policy shall be furnished at all times to the District; and said copy shall be kept up to date by the Contractor.
- b. In satisfaction of this requirement, the Contractor shall, upon request of any such entities, officers, agents, and/or employees, come in and defend said entities and/or individuals against any claims or legal action arising out of, or in any manner connected with, the making of and/or performance of this contract by the Contractor.
 - c. Such insurance afforded by this policy for the District, the Board of Governors of the California Community Colleges, the State of California, and their officers, agents, and employees shall be primary and any insurance carried by the District, the Board of Governors of the California Community Colleges, the State of California and their officers, agents, and employees shall be excess and non-contributory.
25. The Contractor shall not use, without prior written approval of the District, the name "Rancho Santiago Community College District" or "Santiago Canyon College" or any of said District's administrative units, singly or in combination, in any printing or posted materials referring to the Contractor's school and/or the course of instruction.
26. This Contract shall automatically terminate June 30, 2010, it being agreed that either party to this Contract may terminate the Contract at the end of any enrollment term by giving thirty (30) days prior written notice to the other party; and it being agreed that at the time of termination of this Contract neither party shall have any obligation to the other party other than payment for authorized services rendered and submittal of required records covering such services prior to the date of termination. The Contractor shall notify the District of any change in facility location during the period of this Agreement. Facilities must be within the geographical boundaries of the District. The District reserves the right to terminate this Agreement due to a facility change which the District determines to be inadequate for instructional purposes or is outside the district boundaries.
27. The District and the Contractor reserve the right to terminate this Agreement by giving thirty (30) days prior written notice. In addition, the District may terminate this Agreement due to budgetary restraints identified by the Board of Trustees, thirty (30) days after giving written notice. Should a termination notice be provided, no new students will be accepted after the notice has been served on the other party

28. This Contract may be amended and/or extended by mutual consent of the parties hereto, it being understood that any amendment shall not be effective until stated in written form and signed by the parties hereto.

29 Any notice given under this Contract shall be deemed given when personally served upon the Chancellor of the District or upon the Contractor, or when sent certified mail, return receipt requested and deposited in the mails of Orange County in a sealed envelope with postage thereon prepaid from one party to the other addressed as follows:

To District: Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706-1640
Attn: Vice Chancellor for Business Operations/Fiscal Services

To Contractor: Hair California Beauty Academy
1110 N. Tustin Street
Orange, CA 92867-5910
Attn: Owner – Thuy Minnitti

30. Contractor shall provide all students who complete the program and pass the State Board of Cosmetology examinations with job placement services. Such placement records shall be kept and recorded to the District annually.

31. Should the District exercise its right to terminate this Agreement, students currently enrolled shall have the option to complete the current semester or summer school session at a cost not to exceed the rate per student instructional hour as set forth herein. Such fees to be paid directly to the Contractor by the student.

32. The Contractor shall be in compliance with Title VI of the Civil Rights Act of 1964 as amended, Title IX of the Education Amendments to the Higher Education Act of 1972 as amended, Section 04 of the Rehabilitation Act of 1973 as amended, U.S. Presidential Executive Order 11246, and the intent of the Board of Governors of the California Community Colleges affirmative action resolution adopted April 12, 1973, and all applicable local, state, and federal health and safety regulations.

33 This Contract shall be valid and effective upon the approval of the Chancellor of the California Community Colleges.

In Witness Hereof, the Parties hereto have executed this Contract as of the day and year first written above.

HAIR CALIFORNIA BEAUTY ACADEMY

**RANCHO SANTIAGO
COMMUNITY COLLEGE
DISTRICT**

By: Thuy Minniti
Thuy Minniti
Title: Owner-Operator

By: Peter J. Hardash *Jur*
Peter J. Hardash
Title: Vice Chancellor, Business
Operations/Fiscal Services

Date: 3/19/09

Date: _____

**HAIR CALIFORNIA
BEAUTY ACADEMY**
*Instruction in the arts of
HAIR, NAIL & SKIN CARE*
1110 N. Tustin Avenue, Orange, CA 92867
(714) 633-7170

Date:

*This is to verify _____ hours of contracted student
attendance for the period of _____ due and payable
at the rate of \$2.25 per hour in the amount of \$ _____.*

*Thuy Minniti, Director
Hair California Beauty Academy
P.O.#*

*Tricia Evans
Dean of Career Education
Santiago Canyon College
8045 E. Chapman Avenue
Orange, CA 92869*

Check Registers Submitted for Approval
Checks Written for Period 03/14/09 thru 04/01/09

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
42421	General Fund Unrestricted	22,675.00	0.00	22,675.00	92*0218611	92*0218611
42628	General Fund Unrestricted	18,897.10	0.00	18,897.10	92*0219444	92*0219444
42629	General Fund Unrestricted	7,534.16	0.00	7,534.16	92*0219445	92*0219446
42630	General Fund Unrestricted	7,346.89	0.00	7,346.89	92*0219447	92*0219449
42632	General Fund Unrestricted	1,787.79	0.00	1,787.79	92*0219451	92*0219458
42634	General Fund Unrestricted	3,393.73	0.00	3,393.73	92*0219465	92*0219466
42635	General Fund Unrestricted	32,947.35	0.00	32,947.35	92*0219467	92*0219467
42636	General Fund Unrestricted	1,308.74	0.00	1,308.74	92*0219468	92*0219473
42637	General Fund Unrestricted	3,831.16	0.00	3,831.16	92*0219474	92*0219478
42640	General Fund Unrestricted	19,852.04	0.00	19,852.04	92*0219489	92*0219492
42641	General Fund Unrestricted	6,514.00	0.00	6,514.00	92*0219493	92*0219498
42642	General Fund Unrestricted	3,000.00	0.00	3,000.00	92*0219499	92*0219499
42651	General Fund Unrestricted	23,630.66	0.00	23,630.66	92*0219547	92*0219551
42653	General Fund Unrestricted	2,911.47	0.00	2,911.47	92*0219556	92*0219566
42654	General Fund Unrestricted	2,939.20	0.00	2,939.20	92*0219568	92*0219578
42655	General Fund Unrestricted	7,363.00	0.00	7,363.00	92*0219580	92*0219581
42656	General Fund Unrestricted	1,506.52	0.00	1,506.52	92*0219582	92*0219587
42658	General Fund Unrestricted	48.50	0.00	48.50	92*0219593	92*0219593
42662	General Fund Unrestricted	3,818.07	0.00	3,818.07	92*0219622	92*0219629
42663	General Fund Unrestricted	527.43	0.00	527.43	92*0219631	92*0219631
42664	General Fund Unrestricted	13,016.81	0.00	13,016.81	92*0219633	92*0219635
42666	General Fund Unrestricted	697.11	0.00	697.11	92*0219638	92*0219638
42668	General Fund Unrestricted	12,739.53	0.00	12,739.53	92*0219641	92*0219643
42671	General Fund Unrestricted	38,743.41	0.00	38,743.41	92*0219647	92*0219647
42687	General Fund Unrestricted	1,959.80	0.00	1,959.80	92*0219681	92*0219686
42688	General Fund Unrestricted	6,906.23	0.00	6,906.23	92*0219687	92*0219696
42689	General Fund Unrestricted	512.58	0.00	512.58	92*0219697	92*0219702
42690	General Fund Unrestricted	78.81	0.00	78.81	92*0219707	92*0219708
42692	General Fund Unrestricted	1,349.09	0.00	1,349.09	92*0219712	92*0219713
42693	General Fund Unrestricted	578.00	0.00	578.00	92*0219714	92*0219714
42700	General Fund Unrestricted	1,112.42	0.00	1,112.42	92*0219739	92*0219741
42702	General Fund Unrestricted	3,503.51	0.00	3,503.51	92*0219754	92*0219764
42703	General Fund Unrestricted	1,790.00	0.00	1,790.00	92*0219765	92*0219765
42705	General Fund Unrestricted	668.91	0.00	668.91	92*0219769	92*0219770
42706	General Fund Unrestricted	5,109.88	0.00	5,109.88	92*0219771	92*0219772
42708	General Fund Unrestricted	2,250.51	0.00	2,250.51	92*0219776	92*0219778
42712	General Fund Unrestricted	4,365.00	0.00	4,365.00	92*0219792	92*0219794

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
42713	General Fund Unrestricted	10,045.12	0.00	10,045.12	92*0219795	92*0219797
42714	General Fund Unrestricted	2,199.68	0.00	2,199.68	92*0219798	92*0219804
42718	General Fund Unrestricted	7,444.07	0.00	7,444.97	92*0219838	92*0219840
42720	General Fund Unrestricted	16,304.93	0.00	16,304.93	92*0219847	92*0219849
42721	General Fund Unrestricted	2,666.45	0.00	2,666.45	92*0219850	92*0219852
42725	General Fund Unrestricted	2,100.00	0.00	2,100.00	92*0219862	92*0219865
42726	General Fund Unrestricted	1,739.91	0.00	1,739.91	92*0219866	92*0219870
42735	General Fund Unrestricted	936.43	0.00	936.43	92*0219897	92*0219899
42736	General Fund Unrestricted	2,239.19	0.00	2,239.19	92*0219900	92*0219903
42737	General Fund Unrestricted	7,556.60	0.00	7,556.60	92*0219904	92*0219912
42742	General Fund Unrestricted	10,220.27	0.00	10,220.27	92*0219932	92*0219934
42743	General Fund Unrestricted	22,756.76	0.00	22,756.76	92*0219935	92*0219937
42744	General Fund Unrestricted	322.27	0.00	322.27	92*0219941	92*0219941
42751	General Fund Unrestricted	15,050.00	0.00	15,050.00	92*0219972	92*0219973
42756	General Fund Unrestricted	580.00	0.00	580.00	92*0219997	92*0219997
42759	General Fund Unrestricted	9,771.31	0.00	9,771.31	92*0220003	92*0220006
42760	General Fund Unrestricted	3,645.32	0.00	3,645.32	92*0220007	92*0220014
42764	General Fund Unrestricted	43,324.11	0.00	43,324.11	92*0220025	92*0220027
42765	General Fund Unrestricted	87,753.45	0.00	87,753.45	92*0220028	92*0220029
42767	General Fund Unrestricted	25,798.60	0.00	25,798.60	92*0220034	92*0220035
42768	General Fund Unrestricted	89,341.45	0.00	89,341.45	92*0220036	92*0220036
42771	General Fund Unrestricted	618.47	0.00	618.47	92*0220047	92*0220050
42772	General Fund Unrestricted	2,305.31	0.00	2,305.31	92*0220051	92*0220055
42778	General Fund Unrestricted	2,740.43	0.00	2,740.43	92*0220071	92*0220078
42780	General Fund Unrestricted	1,565.75	0.00	1,565.75	92*0220080	92*0220083
42781	General Fund Unrestricted	5,587.97	0.00	5,587.97	92*0220084	92*0220088
42783	General Fund Unrestricted	47,214.00	0.00	47,214.00	92*0220095	92*0220095
42784	General Fund Unrestricted	17,907.30	0.00	17,907.30	92*0220096	92*0220096
42792	General Fund Unrestricted	16,543.47	0.00	16,543.47	92*0220141	92*0220144
42794	General Fund Unrestricted	787.97	0.00	787.97	92*0220149	92*0220149
42795	General Fund Unrestricted	1,381,747.63	0.00	1,381,747.63	92*0220150	92*0220152
Metropolitan Life Insurance Co						
42805	General Fund Unrestricted	813.73	0.00	813.73	92*0220168	92*0220171
42807	General Fund Unrestricted	163.71	0.00	163.71	92*0220180	92*0220180
42808	General Fund Unrestricted	4,839.24	0.00	4,839.24	92*0220181	92*0220188
42810	General Fund Unrestricted	3,485.00	0.00	3,485.00	92*0220194	92*0220195
42812	General Fund Unrestricted	17,713.23	0.00	17,713.23	92*0220198	92*0220200
42814	General Fund Unrestricted	1,757.85	0.00	1,757.85	92*0220202	92*0220206

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
42816	General Fund Unrestricted	8,299.44	0.00	8,299.44	92*0220214	92*0220214
42821	General Fund Unrestricted	3,153.04	0.00	3,153.04	92*0220232	92*0220232
42824	General Fund Unrestricted	4,399.51	0.00	4,399.51	92*0220247	92*0220251
42826	General Fund Unrestricted	128.46	0.00	128.46	92*0220254	92*0220255
Total Fund 11 General Fund Unrestricted		2,150,782.74	0.00	2,150,782.74		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Bag Check #	End Check #
42631	General Fund Restricted	15,785.00	0.00	15,785.00	92*0219450	92*0219450
42633	General Fund Restricted	1,605.51	0.00	1,605.51	92*0219459	92*0219464
42638	General Fund Restricted	1,912.11	0.00	1,912.11	92*0219479	92*0219486
42639	General Fund Restricted	3,967.63	0.00	3,967.63	92*0219487	92*0219488
42643	General Fund Restricted	1,257.88	0.00	1,257.88	92*0219500	92*0219503
42648	General Fund Restricted	676.06	0.00	676.06	92*0219514	92*0219522
42649	General Fund Restricted	1,200.00	0.00	1,200.00	92*0219523	92*0219538
42650	General Fund Restricted	600.00	0.00	600.00	92*0219539	92*0219546
42652	General Fund Restricted	1,300.00	0.00	1,300.00	92*0219552	92*0219555
42654	General Fund Restricted	1,454.23	0.00	1,454.23	92*0219567	92*0219579
42657	General Fund Restricted	13,129.00	0.00	13,129.00	92*0219588	92*0219588
42658	General Fund Restricted	1,523.74	0.00	1,523.74	92*0219589	92*0219594
42659	General Fund Restricted	3,683.77	0.00	3,683.77	92*0219595	92*0219601
42660	General Fund Restricted	6,105.00	0.00	6,105.00	92*0219602	92*0219612
42661	General Fund Restricted	4,995.00	0.00	4,995.00	92*0219613	92*0219621
42663	General Fund Restricted	463.50	0.00	463.50	92*0219630	92*0219632
42667	General Fund Restricted	1,333.53	0.00	1,333.53	92*0219639	92*0219640
42669	General Fund Restricted	4,183.05	0.00	4,183.05	92*0219644	92*0219645
42670	General Fund Restricted	58,828.50	0.00	58,828.50	92*0219646	92*0219646
42690	General Fund Restricted	2,498.10	0.00	2,498.10	92*0219703	92*0219710
42691	General Fund Restricted	12,527.40	0.00	12,527.40	92*0219711	92*0219711
42693	General Fund Restricted	552.28	0.00	552.28	92*0219715	92*0219716
42694	General Fund Restricted	2,359.66	0.00	2,359.66	92*0219717	92*0219723
42695	General Fund Restricted	1,960.88	0.00	1,960.88	92*0219724	92*0219725
42696	General Fund Restricted	3,648.38	0.00	3,648.38	92*0219726	92*0219731
42697	General Fund Restricted	574.20	0.00	574.20	92*0219732	92*0219732
42698	General Fund Restricted	1,781.74	0.00	1,781.74	92*0219733	92*0219734
42699	General Fund Restricted	951.49	0.00	951.49	92*0219735	92*0219738
42701	General Fund Restricted	588.62	0.00	588.62	92*0219742	92*0219753
42704	General Fund Restricted	6,028.58	0.00	6,028.58	92*0219766	92*0219768
42707	General Fund Restricted	51,668.88	0.00	51,668.88	92*0219773	92*0219775
42709	General Fund Restricted	693.39	0.00	693.39	92*0219779	92*0219781
42710	General Fund Restricted	1,754.79	0.00	1,754.79	92*0219782	92*0219785
42711	General Fund Restricted	2,917.21	0.00	2,917.21	92*0219786	92*0219791
42715	General Fund Restricted	4,800.00	0.00	4,800.00	92*0219805	92*0219816
42716	General Fund Restricted	1,600.00	0.00	1,600.00	92*0219817	92*0219826
42717	General Fund Restricted	1,760.00	0.00	1,760.00	92*0219827	92*0219837

Check Registers Submitted for Approval
Checks Written for Period 03/14/09 thru 04/01/09

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
42719	General Fund Restricted	489.46	0.00	489.46	92*0219841	92*0219844
42720	General Fund Restricted	3,985.00	0.00	3,985.00	92*0219845	92*0219846
42722	General Fund Restricted	13,067.77	0.00	13,067.77	92*0219853	92*0219853
42723	General Fund Restricted	687.53	0.00	687.53	92*0219854	92*0219856
42724	General Fund Restricted	6,229.89	0.00	6,229.89	92*0219857	92*0219861
42732	General Fund Restricted	1,432.36	0.00	1,432.36	92*0219888	92*0219890
42733	General Fund Restricted	462.32	0.00	462.32	92*0219891	92*0219893
42734	General Fund Restricted	2,860.25	0.00	2,860.25	92*0219894	92*0219896
42738	General Fund Restricted	4,228.21	0.00	4,228.21	92*0219913	92*0219917
42739	General Fund Restricted	4,545.92	0.00	4,545.92	92*0219918	92*0219922
42740	General Fund Restricted	223.82	0.00	223.82	92*0219923	92*0219923
42741	General Fund Restricted	1,158.09	0.00	1,158.09	92*0219924	92*0219931
42744	General Fund Restricted	1,414.91	0.00	1,414.91	92*0219938	92*0219944
42745	General Fund Restricted	2,333.87	0.00	2,333.87	92*0219945	92*0219948
42747	General Fund Restricted	2,190.08	0.00	2,190.08	92*0219951	92*0219953
42748	General Fund Restricted	1,821.28	0.00	1,821.28	92*0219954	92*0219958
42749	General Fund Restricted	41,068.42	0.00	41,068.42	92*0219959	92*0219965
42750	General Fund Restricted	1,772.40	0.00	1,772.40	92*0219966	92*0219971
42752	General Fund Restricted	1,517.95	0.00	1,517.95	92*0219974	92*0219977
42753	General Fund Restricted	2,715.20	0.00	2,715.20	92*0219978	92*0219981
42754	General Fund Restricted	5,200.95	0.00	5,200.95	92*0219982	92*0219991
42755	General Fund Restricted	2,665.77	0.00	2,665.77	92*0219992	92*0219996
42761	General Fund Restricted	2,556.28	0.00	2,556.28	92*0220015	92*0220016
42762	General Fund Restricted	1,705.42	0.00	1,705.42	92*0220017	92*0220020
42763	General Fund Restricted	9,974.85	0.00	9,974.85	92*0220021	92*0220024
42769	General Fund Restricted	1,615.15	0.00	1,615.15	92*0220037	92*0220039
42770	General Fund Restricted	3,103.40	0.00	3,103.40	92*0220040	92*0220046
42773	General Fund Restricted	1,000.00	0.00	1,000.00	92*0220056	92*0220057
42776	General Fund Restricted	569.77	0.00	569.77	92*0220063	92*0220068
42777	General Fund Restricted	3,272.39	0.00	3,272.39	92*0220069	92*0220070
42779	General Fund Restricted	3,030.85	0.00	3,030.85	92*0220079	92*0220079
42782	General Fund Restricted	2,395.79	0.00	2,395.79	92*0220089	92*0220094
42785	General Fund Restricted	990.00	0.00	990.00	92*0220097	92*0220105
42786	General Fund Restricted	1,672.20	0.00	1,672.20	92*0220106	92*0220111
42787	General Fund Restricted	1,045.27	0.00	1,045.27	92*0220112	92*0220114
42788	General Fund Restricted	1,060.00	0.00	1,060.00	92*0220115	92*0220126
42789	General Fund Restricted	760.00	0.00	760.00	92*0220127	92*0220137

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
42790	General Fund Restricted	1,442.93	0.00	1,442.93	92*0220138	92*0220139
42791	General Fund Restricted	30,000.00	0.00	30,000.00	92*0220140	92*0220140
42793	General Fund Restricted	2,078.19	0.00	2,078.19	92*0220145	92*0220148
42801	General Fund Restricted	606.25	0.00	606.25	92*0220158	92*0220159
42802	General Fund Restricted	462.45	0.00	462.45	92*0220160	92*0220160
42803	General Fund Restricted	1,029.59	0.00	1,029.59	92*0220161	92*0220164
42804	General Fund Restricted	7,150.88	0.00	7,150.88	92*0220165	92*0220167
42806	General Fund Restricted	1,375.74	0.00	1,375.74	92*0220172	92*0220177
42807	General Fund Restricted	217.62	0.00	217.62	92*0220178	92*0220179
42809	General Fund Restricted	2,834.55	0.00	2,834.55	92*0220189	92*0220193
42811	General Fund Restricted	740.91	0.00	740.91	92*0220196	92*0220197
42813	General Fund Restricted	6,053.57	0.00	6,053.57	92*0220201	92*0220201
42815	General Fund Restricted	521.52	0.00	521.52	92*0220207	92*0220212
42816	General Fund Restricted	4,365.49	0.00	4,365.49	92*0220213	92*0220216
42817	General Fund Restricted	1,215.53	0.00	1,215.53	92*0220217	92*0220221
42818	General Fund Restricted	486.34	0.00	486.34	92*0220222	92*0220225
42819	General Fund Restricted	444.96	0.00	444.96	92*0220226	92*0220228
42822	General Fund Restricted	8,782.37	0.00	8,782.37	92*0220233	92*0220241
42823	General Fund Restricted	4,553.64	0.00	4,553.64	92*0220242	92*0220246
42825	General Fund Restricted	1,452.45	0.00	1,452.45	92*0220252	92*0220253
42827	General Fund Restricted	6,270.00	0.00	6,270.00	92*0220256	92*0220261
42828	General Fund Restricted	598.00	0.00	598.00	92*0220262	92*0220263
Total Fund 12 General Fund Restricted		442,174.91	0.00	442,174.91		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
42644	Child Development Fund	375.98	0.00	375.98	92*0219504	92*0219505
42645	Child Development Fund	2,124.14	0.00	2,124.14	92*0219506	92*0219510
42672	Child Development Fund	3,575.46	0.00	3,575.46	92*0219648	92*0219648
42673	Child Development Fund	5,146.19	0.00	5,146.19	92*0219649	92*0219649
42674	Child Development Fund	54.88	0.00	54.88	92*0219650	92*0219650
42675	Child Development Fund	685.22	0.00	685.22	92*0219651	92*0219652
42728	Child Development Fund	3,582.16	0.00	3,582.16	92*0219872	92*0219877
42729	Child Development Fund	2,251.18	0.00	2,251.18	92*0219878	92*0219881
42746	Child Development Fund	939.64	0.00	939.64	92*0219949	92*0219950
42757	Child Development Fund	147.59	0.00	147.59	92*0219998	92*0220001
42766	Child Development Fund	1,118.23	0.00	1,118.23	92*0220030	92*0220033
42796	Child Development Fund	617.41	0.00	617.41	92*0220153	92*0220153
42820	Child Development Fund	1,647.48	0.00	1,647.48	92*0220229	92*0220231
42829	Child Development Fund	47.85	0.00	47.85	92*0220264	92*0220264
42830	Child Development Fund	737.79	0.00	737.79	92*0220265	92*0220266
Total Fund 33 Child Development Fund		23,051.20	0.00	23,051.20		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
42647	Capital Outlay Projects Fund	38,349.03	0.00	38,349.03	92*0219513	92*0219513
42686	Capital Outlay Projects Fund	37,507.43	0.00	37,507.43	92*0219679	92*0219680
42727	Capital Outlay Projects Fund	393.52	0.00	393.52	92*0219871	92*0219871
Total Fund 41 Capital Outlay Projects Fu		76,249.98	0.00	76,249.98		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
42646	Bond Fund, Measure E	17,175.00	0.00	17,175.00	92*0219511	92*0219512
42665	Bond Fund, Measure E	346,411.25	0.00	346,411.25	92*0219636	92*0219637
Mepco Svcs Inc						
42676	Bond Fund, Measure E	125.00	0.00	125.00	92*0219653	92*0219653
42677	Bond Fund, Measure E	358,000.00	0.00	358,000.00	92*0219654	92*0219657
Union Bank of Calif						
42678	Bond Fund, Measure E	8,451.37	0.00	8,451.37	92*0219658	92*0219660
42679	Bond Fund, Measure E	9,150.00	0.00	9,150.00	92*0219661	92*0219662
42680	Bond Fund, Measure E	26,847.90	0.00	26,847.90	92*0219663	92*0219665
42681	Bond Fund, Measure E	115,631.77	0.00	115,631.77	92*0219666	92*0219666
LPA Inc						
42682	Bond Fund, Measure E	78,630.76	0.00	78,630.76	92*0219667	92*0219667
42683	Bond Fund, Measure E	115,361.54	0.00	115,361.54	92*0219668	92*0219670
Virco Mfg Corp						
42684	Bond Fund, Measure E	69,217.33	0.00	69,217.33	92*0219671	92*0219672
42685	Bond Fund, Measure E	20,361.96	0.00	20,361.96	92*0219673	92*0219678
42774	Bond Fund, Measure E	7,617.95	0.00	7,617.95	92*0220058	92*0220060
42775	Bond Fund, Measure E	31,547.39	0.00	31,547.39	92*0220061	92*0220062
42797	Bond Fund, Measure E	1,739.62	0.00	1,739.62	92*0220154	92*0220154
42798	Bond Fund, Measure E	11,500.00	0.00	11,500.00	92*0220155	92*0220155
42799	Bond Fund, Measure E	1,488.67	0.00	1,488.67	92*0220156	92*0220156
42831	Bond Fund, Measure E	75,420.00	0.00	75,420.00	92*0220267	92*0220269
42832	Bond Fund, Measure E	79,437.70	0.00	79,437.70	92*0220270	92*0220270
42833	Bond Fund, Measure E	27,591.15	0.00	27,591.15	92*0220271	92*0220273
Total Fund 42 Bond Fund, Measure E		1,401,706.36	0.00	1,401,706.36		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
42758	Property and Liability Fund	500.00	0.00	500.00	92*0220002	92*0220002
42800	Property and Liability Fund	3,865.11	0.00	3,865.11	92*0220157	92*0220157
Total Fund 61 Property and Liability Fund		<u>4,365.11</u>	<u>0.00</u>	<u>4,365.11</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
42626	Workers' Compensation Fund	1,837.50	0.00	1,837.50	92*0219441	92*0219441
Total Fund 62 Workers' Compensation Fu		<u><u>1,837.50</u></u>	<u><u>0.00</u></u>	<u><u>1,837.50</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
42627	Student Financial Aid Fund	877.00	0.00	877.00	92*0219442	92*0219443
42730	Student Financial Aid Fund	1,520.00	0.00	1,520.00	92*0219882	92*0219884
42731	Student Financial Aid Fund	1,083.22	0.00	1,083.22	92*0219885	92*0219887
Total Fund 74 Student Financial Aid Fund		3,480.22	0.00	3,480.22		

SUMMARY

Total Fund 11 General Fund Unrestricted	2,150,782.74
Total Fund 12 General Fund Restricted	442,174.91
Total Fund 33 Child Development Fund	23,051.20
Total Fund 41 Capital Outlay Projects Fund	76,249.98
Total Fund 42 Bond Fund, Measure E	1,401,706.36
Total Fund 61 Property and Liability Fund	4,365.11
Total Fund 62 Workers' Compensation Fund	1,837.50
Total Fund 74 Student Financial Aid Fund	<u>3,480.22</u>
Grand Total:	<u><u>4,103,648.02</u></u>

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: April 13, 2009
Re:	Approval for Additional Testing Services for SAC Maintenance & Operations Building and Classroom Building — Twining Laboratories (P. O. 08-P002333)	
Action:	Request for Approval	

BACKGROUND:

On October 15, 2007, the Board of Trustees approved the above noted agreement with Twining Laboratories to perform construction testing for these projects as required by the Division of State Architect (DSA).

The work was authorized under the District's P. O. 08-P002333.

ANALYSIS:

The original amount was estimated at \$253,540.00, based upon assumptions by Twining Labs as to the construction schedule and anticipated tests and inspections.

As the projects near completion, it is now indicated that the actual tests and inspections that will be required to complete the project will require additional compensation in the amount of \$177,000 (see March 2, 2009 letter from Twining Laboratories).

It should be noted that our agreement with Twining Labs establishes the unit costs for all tests and inspections and Twining was the least costly firm for their unit priced services when proposals were obtained in 2007.

The additional costs for services is driven by a combination of factors including a large construction schedule as well as tests required by the DSA Inspector and DSA Field Representatives.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement to increase the compensation to Twining Laboratories as presented.

Fiscal Impact:	\$177,000.00	Board Date: April 13, 2009
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	

March 2, 2009

Rancho Santiago Community College District
Attn Robb Gumbert
2323 N Broadway
Santa Ana, CA 92706-1640

RE: Santa Ana College – Maintenance & Operations Bldg (04-108060)
Santa Ana College – Classroom Building (04-108151)

Subject: Increase in Funding needed

Dear Mr. Gumbert,

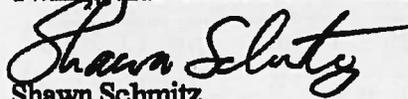
Twining Laboratories is requesting an increase in funding as the original purchase order NTE turned out to be insufficient to cover the actual inspection and testing needs dictated by the construction schedule.

PO 08-P0002333:	\$ 253,540.00
<u>Twining billed to date:</u>	<u>\$ 360,036.98</u>
Overage:	\$ 106,496.98
<u>Anticipated billing:</u>	<u>\$ 70,000.00</u>
Estimated Increase Needed:	\$ 176,496.98
Funding Increase Requested:	\$ 177,000.00

I spoke with the project inspector to determine remaining scope of work in order to determine the anticipated costs. If you have any questions, please don't hesitate to contact me at 562-426-3355 ext 217 or by email at sschmitz@twininglabs.com.

Respectfully,

Twining Laboratories of Southern California, Inc.


Shawn Schmitz
Project Manager

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

To: Board of Trustees	Date: April 13, 2009
Re: Approval of the Architectural Contract: Miscellaneous SAC Infrastructure Projects	
Action: Request for Approval	

BACKGROUND:

On November 14, 2004, the Board awarded a contract to LPA, Inc. to provide architectural design, engineering and bid documents for miscellaneous SAC Infrastructure projects funded by Measure E. LPA is the architect of record for the projects as provided in the Master Planning Agreement with this firm.

Examples of projects funded with this allocation have included the design and engineering of the Classroom Building ('I'), the new Maintenance & Operations Building ('Q'), new parking lot, demolition of the apartments, softball field, restroom concession facility, cul-de-sac, College Avenue landscape and layout, survey work, parcel map consolidation, and professional services related to obtaining City approval of the College Avenue abandonment.

ANALYSIS:

Additional professional Master Plan design and engineering services are required of LPA in order to complete a number of projects noted below, all related to SAC infrastructure needs:

DESIGN AND ENGINEERING SERVICE	FEE	REIMBURSABLES
Addition of block wall at the westerly property line of the SAC Campus	\$12,245.00	\$980.00
New fire line connection to the existing buildings 'G', 'H' and 'W'	\$9,790.00	\$783.00
Addition of an Entry Element block wall at west and east corners of College Avenue and 17 th Street	\$21,965.00	\$1,757.00
Addition of a new parking lot at the west corner of College Avenue and 17 th Street	\$38,900.00	\$3,112.00
Reconfiguration of the existing parking area adjacent to the new Child Development Project to create a transition between existing conditions and the new Child Development Center	\$18,740.00	\$1,499.00
TOTALS	\$101,640.00	\$8,131.00

The cost for these design and engineering services is estimated at \$101,640 plus reimbursable expenses estimated at approximately 8% of the architect fee (\$8,131) for a total of \$109,771.

RECOMMENDATION.

It is recommended that the Board of Trustees approve the request for additional services provided by LPA, Inc. in the amount of \$109,771 as presented.

Fiscal Impact:	\$101,640 plus reimbursables estimated at \$8,131	Board Date: April 13, 2009
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	

PROFESSIONAL SERVICES ALLOCATION

Client Copy

LPA

Client: **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**
2323 North Broadway
Santa Ana, CA 92706-1640
Attn: **Mr. Robert C. Partridge**
Executive Director
Phone: **714-480-7510** Fax: **714-796-3910**

Project No.: **23117.20** Date: **1/19/2009**
Project: **Santa Ana College - Infrastructure**
Location: **Santa Ana** PSA No.: **33**
Office: **Irvine** Issued By: **Chris Torrey**
Client Contract: LPA PIC: **Chris Torrey**
Client Job No.: **PO#0503730** License #: **17881**
LPA PM:

Execution of this document will confirm your request for professional services. The Terms and Conditions of the Architectural Services Agreement dated November 16th, 2004 are a part of this Agreement. The Project is generally described as:

Santa Ana College - Infrastructure (M&O Site) - located within Rancho Santiago Community College District.

LPA will provide: New Services Additional Services Revised Scope of Services
Services shall include:

At the request of the District, provide schematic design, construction documentation and construction administration services to add a block wall at the westerly property line of the Santa Ana College Campus. Documentation will be incorporated into the Santa Ana College Cul-de-sac project currently in progress.

Services shall commence upon receipt of a signed copy of this document and a retainer in the amount of **\$0.00** and shall be completed:

Pursuant to project schedule.

LPA shall be compensated for these services as indicated below. Unless otherwise noted below, neither Consultant Costs nor Project Expenses are included in the LPA fee and shall be reimbursed to LPA per the 'Terms and Conditions of Agreement' dated November 16, 2004.

Stipulated Sum **\$12,245.00** Reimbursables **\$980.00**

Following consultants shall provide services for this project:

LTI- Civil Engineer

Special Conditions:

None

Contract Status:	Services:	Expenses:	Contract Total:
Original Fee:	\$547,500.00	\$54,750.00	\$602,250.00
Total of Previous Addenda:	\$572,010.00	\$56,274.00	\$628,284.00
Previous Totals:	\$1,119,510.00	\$111,024.00	\$1,230,534.00
This PSA Amount:	\$12,245.00	\$980.00	\$13,225.00
New Fee Totals:	\$1,131,755.00	\$112,004.00	\$1,243,759.00

Client Authorized Signature **Samy Eden** Date **1/23/09**

LPA Authorized Signature **Christopher D. Torrey** Date **1/19/09**
Christopher D. Torrey, AIA, Principal, LEED® AP

Please return one fully executed copy to LPA, Inc. at: 5161 California Avenue, Suite 100, Irvine, CA 92617 Tel: 949.261.1001 Fax: 949.260.1190

PROFESSIONAL SERVICES ALLOCATION

Client Copy

Client: **RANCHO SANTIAGO COMMUNITY COLLEGE**
DISTRICT
2323 North Broadway
Santa Ana, CA 92706-1640
 Attn: **Mr. Robert C. Partridge**
Executive Director
 Phone: **714-480-7510** Fax: **714-796-3910**

Project No.: **23117.20** Date: **1/19/2009**
 Project: **Santa Ana College - Infrastructure**
 Location: **Santa Ana** PSA No.: **34**
 Office: **Irvine** Issued By: **Chris Torrey**
 Client Contract: LPA PIC: **Chris Torrey**
 Client Job No.: **PO#0503730** License #: **17881**
 LPA PM:

Execution of this document will confirm your request for professional services. The Terms and Conditions of the Architectural Services Agreement dated November 16th, 2004 are a part of this Agreement. The Project is generally described as:

Santa Ana College - Infrastructure (M&D Site) - located within Rancho Santiago Community College District.

LPA will provide: New Services Additional Services Revised Scope of Services
 Services shall include:

At the request of the District and pursuant to the Fire Master Plan, provide construction documentation, and construction administration services to provide new fire line connection to the existing buildings G, H, and W. Documentation will be incorporated into the Santa Ana College Fire Main Upgrade project currently in progress.

Services shall commence upon receipt of a signed copy of this document and a retainer in the amount of **\$0.00** and shall be completed:

Pursuant to project schedule.

LPA shall be compensated for these services as indicated below. Unless otherwise noted below, neither Consultant Costs nor Project Expenses are included in the LPA fee and shall be reimbursed to LPA per the 'Terms and Conditions of Agreement' dated November 16, 2004.

Stipulated Sum . **\$9,790.00** Reimbursables **\$783.00**

The following consultants shall provide services for this project:

LTI- Civil Engineers

Special Conditions:

None

Contract Status:	Services:	Expenses:	Contract Total:
Original Fee:	\$547,500.00	\$54,750.00	\$602,250.00
Total of Previous Addenda:	\$584,255.00	\$57,254.00	\$641,509.00
Previous Totals:	\$1,131,755.00	\$112,004.00	\$1,243,759.00
This PSA Amount:	\$9,790.00	\$783.00	\$10,573.00
New Fee Totals:	\$1,141,545.00	\$112,787.00	\$1,254,332.00

Client Authorized Signature

Date

LPA Authorized Signature

Date

Randy Adams 1/23/09

Christopher D. Torrey
 Christopher D. Torrey, AIA, Principal, LEED® AP

1/19/09

Please return one fully executed copy to LPA, Inc. at: 5161 California Avenue, Suite 100, Irvine, CA 92617

Tel: 949.261.1001 Fax: 949.260.

PROFESSIONAL SERVICES ALLOCATION

Client Copy



Client: **RANCHO SANTIAGO COMMUNITY COLLEGE**
DISTRICT
2323 North Broadway
Santa Ana, CA 92706-1640
 Attn: **Mr. Robert C. Partridge**
Executive Director
 Phone: **714-480-7510** Fax: **714-796-3910**

Project No.: **23117.20** Date: **12/15/2008**
 Project: **Santa Ana College - Infrastructure**
 Location: **Santa Ana** PSA No.: **35**
 Office: **Irvine** Issued By: **Chris Torrey**
 Client Contract: LPA PIC: **Chris Torrey**
 Client Job No.: **PO#0503730** License #: **17881**
 LPA PM:

Execution of this document will confirm your request for professional services. The Terms and Conditions of the Architectural Services Agreement dated November 16th, 2004 are a part of this Agreement. The Project is generally described as:

Santa Ana College - Infrastructure (M&D Site) - located within Rancho Santiago Community College District.

LPA will provide: New Services Additional Services Revised Scope of Services
 Services shall include:

At the request of the District, provide schematic design, construction documentation, and construction administration services to add an Entry Element block wall at the west and east corners of College Avenue and 17th Street entry of the Santa Ana College campus. Documentation will be incorporated into the College Avenue Improvement project currently in progress.

Services shall commence upon receipt of a signed copy of this document and a retainer in the amount of **\$0.00** and shall be completed:

Pursuant to project schedule.

LPA shall be compensated for these services as indicated below. Unless otherwise noted below, neither Consultant Costs nor Project Expenses are included in the LPA fee and shall be reimbursed to LPA per the 'Terms and Conditions of Agreement' dated November 16, 2004.

Stipulated Sum **\$21,965.00** Reimbursables **\$1,757.00**

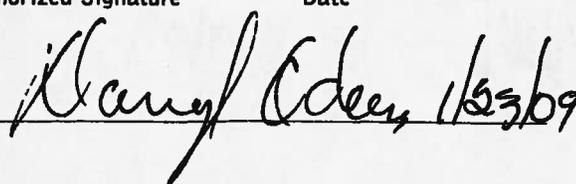
Following consultants shall provide services for this project:

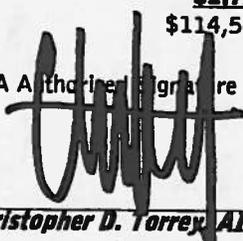
LTI-Civil Engineers
KI- Electrical Engineers

Special Conditions:

None

Contract Status:	Services:	Expenses:	Contract Total:
Original Fee:	\$547,500.00	\$54,750.00	\$602,250.00
Total of Previous Addenda:	\$594,045.00	\$58,037.00	\$652,082.00
Previous Totals:	\$1,141,545.00	\$112,787.00	\$1,254,332.00
This PSA Amount:	\$21,965.00	\$1,757.00	\$23,722.00
New Fee Totals:	\$1,163,510.00	\$114,544.00	\$1,278,054.00

Client Authorized Signature  Date **1/23/09**

LPA Authorized Signature  Date **1/19/09**
Christopher D. Torrey, AIA, Principal, LEED® AP

PROFESSIONAL SERVICES ALLOCATION

Client Copy

Client: **RANCHO SANTIAGO COMMUNITY COLLEGE**
DISTRICT
2323 North Broadway
Santa Ana, CA 92706-1640
 Attn: **Mr. Robert C. Partridge**
Executive Director
 Phone: **714-480-7510** Fax: **714-796-3910**

Project No.: **23117.20** Date: **1/5/2009**
 Project: **Santa Ana College - Infrastructure**
 Location: **Santa Ana** PSA No.: **36**
 Office: **Irvine** Issued By: **Chris Torrey**
 Client Contract: LPA PIC: **Chris Torrey**
 Client Job No.: **PO#0503730** License #: **17881**
 LPA PM:

Execution of this document will confirm your request for professional services. The Terms and Conditions of the Architectural Services Agreement dated November 16th, 2004 are a part of this Agreement. The Project is generally described as:

Santa Ana College - Infrastructure (M&D Site) - located within Rancho Santiago Community College District.

LPA will provide: New Services Additional Services Revised Scope of Services
 Services shall include:

At the request of the District, provide schematic design, construction documentation, and construction administration services to add a parking lot at the west corner of College Avenue and 17th Street of the Santa Ana College Campus. Documentation will be incorporated into the College Avenue Improvement project currently in progress.

Services shall commence upon receipt of a signed copy of this document and a retainer in the amount of **\$0.00** and shall be completed:

Pursuant to project schedule.

LPA shall be compensated for these services as indicated below. Unless otherwise noted below, neither Consultant Costs nor Project Expenses are included in the LPA fee and shall be reimbursed to LPA per the 'Terms and Conditions of Agreement' dated November 16, 2004.

Stipulated Sum : **\$38,900.00** Reimbursables **\$3,112.00**

The following consultants shall provide services for this project:

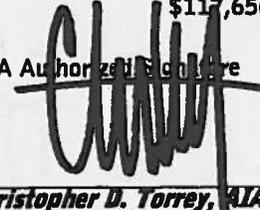
LTI-Civil Engineers
K1- Electrical Engineers

Special Conditions:

None

Contract Status:	Services:	Expenses:	Contract Total:
Original Fee:	\$547,500.00	\$54,750.00	\$602,250.00
Total of Previous Addenda:	\$616,010.00	\$59,794.00	\$675,804.00
Previous Totals:	\$1,163,510.00	\$114,544.00	\$1,278,054.00
This PSA Amount:	\$38,900.00	\$3,112.00	\$42,012.00
New Fee Totals:	\$1,202,410.00	\$117,656.00	\$1,320,066.00

Client Authorized Signature Date
Mary Adams 1/23/09

LPA Authorized Signature Date
 1/19/09
Christopher D. Torrey, AIA, Principal, LEED® AP

PROFESSIONAL SERVICES ALLOCATION

Client Copy

LPA

Client: **RANCHO SANTIAGO COMMUNITY COLLEGE**
DISTRICT
2323 North Broadway
Santa Ana, CA 92706-1640
 Attn: **Mr. Robert C. Partridge**
Executive Director
 Phone: **714-480-7510** Fax: **714-796-3910**

Project No.: **23117.20** Date: **1/5/2009**
 Project: **Santa Ana College - Infrastructure**
 Location: **Santa Ana** PSA No.: **37**
 Office: **Irvine** Issued By: **Chris Torrey**
 Client Contract: LPA PIC: **Chris Torrey**
 Client Job No.: **PO#0503730** License #: **17881**
 LPA PM:

Execution of this document will confirm your request for professional services. The Terms and Conditions of the Architectural Services Agreement dated November 16th, 2004 are a part of this Agreement. The Project is generally described as:

Santa Ana College - Infrastructure (M&O Site) - located within Rancho Santiago Community College District.

LPA will provide: New Services Additional Services Revised Scope of Services

Services shall include:

At the request of the District, provide schematic design, construction documentation, and construction administration services to reconfigure the existing parking area adjacent to the new Child Development Project. These plans will create a transition between existing conditions and the new CDC limit of work, defined by others. Documentation will be incorporated into the CDC project currently in progress.

Services shall commence upon receipt of a signed copy of this document and a retainer in the amount of **\$0.00** and shall be completed:

Pursuant to project schedule.

LPA shall be compensated for these services as indicated below. Unless otherwise noted below, neither Consultant Costs nor Project Expenses are included in the LPA fee and shall be reimbursed to LPA per the 'Terms and Conditions of Agreement' dated November 16, 2004.

Stipulated Sum **\$18,740.00** Reimbursables **\$1,499.00**

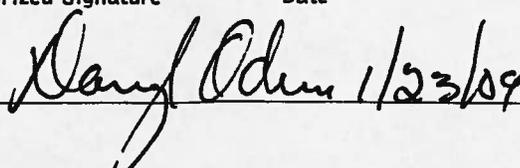
Following consultants shall provide services for this project:

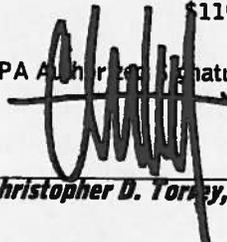
LTI-Civil Engineers
K1- Electrical Engineers

Special Conditions:

None

Contract Status:	Services:	Expenses:	Contract Total:
Original Fee:	\$547,500.00	\$54,750.00	\$602,250.00
Total of Previous Addenda:	\$654,910.00	\$62,906.00	\$717,816.00
Previous Totals:	\$1,202,410.00	\$117,656.00	\$1,320,066.00
This PSA Amount:	\$18,740.00	\$1,499.00	\$20,239.00
New Fee Totals:	\$1,221,150.00	\$119,155.00	\$1,340,305.00

Client Authorized Signature  Date **1/23/09**

LPA Authorized Signature  Date **1/19/09**
Christopher D. Torrey, AIA, Principal, LEED® AP

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS & FISCAL SERVICES

To:	Board of Trustees	Date: April 13, 2009
Re:	Approval of Architectural Services Contract: SAC Child Development Center	
Action:	Request for Approval	

BACKGROUND:

On January 13, 2005, the Board of Trustees approved an agreement with Fields Devereaux Architects and Engineers (now, Harley Ellis Devereaux Architects & Engineers) for the design and engineering associated with the Santa Ana College Child Development Center.

ANALYSIS:

Additional professional design and engineering services are required of Harley Ellis Devereaux in order to revise the documents as a result of the constructability review and delivery of the project to a Construction Manager Multi Prime. Also included is preparing contract documents for Audio/Visual and Security infrastructure.

The cost for these design and engineering services is estimated at \$170,000 plus reimbursable expenses of approximately \$5,000.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the request for additional services provided by Harley Ellis Devereaux in the amount of \$175,000, as presented.

Fiscal Impact:	Est. \$170,000.00 + \$5,000.00 reimbursables	Board Date: April 13, 2009
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	



HARLEY ELLIS DEVEREAUX

December 17, 2008

801 South Figueroa Street Suite 50C
Los Angeles, California
90036 | USA

Darryl Odum
2323 N. Broadway
Suite 112
Santa Ana, CA. 92706

t 213.542.4800
f 213.542.4515
harleyellisdevereaux.com

Subject: Santa Ana Child Development Center
Project No. 2005-00012-000

Planning
Architecture
Engineering
Interior Architecture
Landscape Architecture
Construction Services

Dear Darryl:

Please review this additional service for additional effort requested by the District for Pre-construction services and CM Multiple Prime delivery.

Scope of Project

Harley Ellis Devereaux has participated in Pre-Construction services as requested by the District for the Child Development Center. In addition, the District has revised the delivery of the project to CM Multiple Prime. The revision in delivery will require additional documentation and effort during the Construction Administration Phase.

Partner Companies:

Spectrum Strategies
Crime Lab Design
GreenWorks Studio
IQ – Investment in Quality
HED Build

Scope of Services

- Participate in 6 Pre-Construction Meetings with the District's CM
- Revise Construction Documents per the Constructability comments
- Resubmit the revised Construction Documents to DSA through the Change Order process
- Provide additional documentation in Construction Administration due to the Multiple Prime Delivery. The Documentation will increase for the review of:
- RFI's
- Change Orders
- Payment Applications
- As built Documents
- DSA Documentation
- Submittal review

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December 17, 2008
Page 2

Fee Proposal

Additional Services Fee

Harley Ellis Devereaux' fee for providing the above outlined services will be a lump sum amount of **Thirty four Thousand Four Hundred Dollars (\$34,400)**, plus reimbursable expenses as outlined below.

Reimbursable Expenses

Per current contract

Project Schedule

Harley Ellis Devereaux will begin work on the project immediately upon receipt of your authorization to proceed.

Harley Ellis Devereaux' responsibility to provide the proposed services will terminate at the earlier of the issuance to **Rancho Santiago CCD** of the final Certificate for Payment or sixty (60) days after date of substantial completion of the project work.

If you have any questions regarding this proposal for services, or if you wish to discuss any aspect of the project, please contact me directly.

Sincerely,
HARLEY ELLIS DEVEREAUX

Brent Miller, AIA
Project Principal

Attachment

cc: Tim Morneau



HARLEY ELLIS DEVEREAUX

March 16 , 2009

801 South Figueroa Street Suite 500
Los Angeles, California
90038 | USA

Darryl Odum
2323 N. Broadway
Suite 112
Santa Ana, CA. 92706

t 213.542.4600
f 213.542.4615
harleyellisdevereaux.com

**Subject: Santa Ana Child Development Center
Project No. 2005-00012-000
Additional Services Request- A.V./Security infrastructure**

Planning
Architecture
Engineering
Interior Architecture
Landscape Architecture
Construction Services

Dear Darryl:

Please review this additional service for additional effort requested by the District for preparing contract documents for A.V. and Security infrastructure.

Scope of Project

The District has requested that Harley Ellis Devereaux participate in coordination meetings for A.V. and Security systems and provide infrastructure (conduit and back boxes) for the facility. The District will provide A.V. and security design. The District will provide systems and equipment design and associated services. Harley Ellis Devereaux is not responsible for the design of the AV and security system and is only providing the drafting of the infrastructure for convenience to the District.

Partner Companies:

Spectrum Strategies
Crime Lab Design
GreenWorks Studio
IQ – Investment in Quality
HED Build

Scope of Services

- Participate in 2 meetings for coordinating locations of devices
- Document locations with Sketches
- Add Infrastructure to signal drawings (see SK-A.V. 1-4)
- Coordinate sliding white board specifications(off the shelf) with District Plasma TV for an integrated mount.
- Add Elec. outlets per attached sketches
- Add Mechanical exhaust in elec./data room #119A
- Delete overhead LCD requirements and Projection screens in Classrooms #201A and #202A
- Prepare Bid Addendum to District
- Provide CA for Infrastructure
- Process revisions with DSA

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District to provide the following info.

- Plasma specs. For size requirements
- Elec. floor box specifications



March 16, 2009

Page 2

-Power requirements for cameras

Fee Proposal

Additional Services Fee

Harley Ellis Devereaux' fee for providing the above outlined services will be a lump sum amount of **Twenty Six Thousand Five Hundred and Twenty Five Dollars. (\$26,525)**, plus reimbursable expenses as outlined below.

Reimbursable Expenses

Per current contract

Project Schedule

Harley Ellis Devereaux will begin work on the project immediately upon receipt of your authorization to proceed.

Harley Ellis Devereaux' responsibility to provide the proposed services will terminate at the earlier of the issuance to **Rancho Santiago CCD** of the final Certificate for Payment or sixty (60) days after date of substantial completion of the project work.

If you have any questions regarding this proposal for services, or if you wish to discuss any aspect of the project, please contact me directly.

Sincerely,
HARLEY ELLIS DEVEREAUX

Brent Miller, AIA
Project Principal

Attachment:

- SK-AV-1
- SK-AV-2
- SK-AV-3
- SK-AV-4
- SK-AV-5

cc:

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

To: Board of Trustees	Date: April 13, 2009
Re: Approval of Change Order #16 – Bid #1051/SAC Classroom Building	
Action: Request for Approval	

BACKGROUND:

On October 15, 2007, the Board awarded a contract to EMAE International, Inc. for Bid #1051, construction of the Classroom and Maintenance & Operations Buildings at Santa Ana College. The two (2) buildings were bid as one (1) project with each building having their own DSA number.

ANALYSIS:

Due to there being two (2) different DSA numbers, separate change orders are written for each building.

During the course of construction, certain changes to the scope of work for this project were required. The specific changes, reasons for the changes, and cost impacts are noted in the attached Change Order #16.

Change Order #16 increases the contract by \$21,871. The revised contract amount is \$11,375,052.01. The costs indicated in the change order are considered fair, reasonable, and within industry standards by the architect, construction manager, and staff. Total change orders for the project are 6.6 % of construction cost.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #16, EMAE International, Inc. for Bid #1051, construction of the Classroom and Maintenance & Operations Buildings at Santa Ana College as presented.

Fiscal Impact: \$21,871.00	Board Date: April 13, 2009
Prepared by: Darryl A. Odum, Director, District Construction and Support Services	
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by: Edward Hernandez, Jr., Ed.D., Chancellor	

BOARD CHANGE ORDER

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

Project: SANTA ANA COLLEGE CLASSROOM AND MAINTENANCE & OPERATIONS BLDGS.	Bid No. 1051	P.O. # BP000200
	D.S.A. No.	04-108151
Contractor: EMAE International, Inc..	Change Order No.	16
Architect: LPA, Inc.	Date:	3/11/09

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

CHANGE ORDER SUMMARY

Original Contract Amount		\$10,662,434.00
Previous Change Orders	\$690,747.01	
This Change Order	\$21,871.00	
Total Change Orders		\$712,618.01
Revised Contract Amount		\$11,375,052.01
Previous Time Extensions	0	
Time Extension - This Change Order	0	
Total Time Extensions		0
Original Completion Date		December 29, 2008
Revised Contract Completion Date		December 29, 2008
Board Approval Date:		April 13, 2009

BOARD CHANGE ORDER

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

Project: SANTA ANA COLLEGE CLASSROOM AND MAINTENANCE & OPERATIONS BLDGS.	Bid No. 1051	P.O. # BP000200
Contractor: EMAE International, Inc.	D.S.A. No.	04-108151
Architect: LPA, Inc.	Change Order No.	16
	Date:	4/13/09

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0C	<p>DESCRIPTION: Install 2x4 redwood header @ south property line</p> <p>REASON: Header for Soccer field grass</p> <p>REQUESTOR: District/ LPA</p> <p>TIME EXTENSION: 0</p>		\$2,820.00
2.0C	<p>DESCRIPTION: Re-Inspection fee for Elevator</p> <p>REASON: Correction list issued for re-inspection</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: 0</p>		1,270.00
3.0C	<p>DESCRIPTION: Depress roof drain @ south side of building</p> <p>REASON: Field Condition</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: 0</p>		1,626.00
4.0C	<p>DESCRIPTION: Paving operation stopped</p> <p>REASON: Soils</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: 0</p>		2,721.00
5.0C	<p>DESCRIPTION: State Inspection request for elevator</p> <p>REASON: State Inspector corrections noted</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: 0</p>		2,079.00
6.0C	<p>DESCRIPTION: Elevator shaft corrections</p> <p>REASON: State Inspector corrections noted</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: 0</p>		\$4,227.00

7.0C	<u>DESCRIPTION:</u> Install Cham Link fence <u>REASON:</u> Additional fencing to secure Soccer field <u>REQUESTOR:</u> District <u>TIME EXTENSION:</u> 0		\$2,581.00
8.0C	<u>DESCRIPTION:</u> Install Roof access hatch <u>REASON:</u> Provide access to plumbing chase <u>REQUESTOR:</u> District <u>TIME EXTENSION:</u> 0		1,698.00
9.0C	<u>DESCRIPTION:</u> Install steel bollards around existing fire hydrant and PIV <u>REASON:</u> To accommodate fire department requirements <u>REQUESTOR:</u> District <u>TIME EXTENSION:</u> 0		\$2,849.00
		Sub-Total	\$0.00
		Total	\$21,871.00

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

To: Board of Trustees	Date: April 13, 2009
Re: Approval of Change Order #17 – Bid #1051/SAC Maintenance & Operations Building	
Action: Request for Approval	

BACKGROUND:

On October 15, 2007, the Board awarded a contract to EMAE International, Inc. for Bid #1051, construction of the Classroom and Maintenance & Operations Buildings at Santa Ana College. The two (2) buildings were bid as one (1) project with each building having their own DSA number.

ANALYSIS:

Due to there being two (2) different DSA numbers, separate change orders are written for each building.

During the course of construction, certain changes to the scope of work for this project were required. The specific changes, reasons for the changes, and cost impacts are noted in the attached Change Order #17.

Change Order #17 increases the contract by \$23,324. The revised contract amount is \$11,353,181.01. The costs indicated in the change order are considered fair, reasonable, and within industry standards by the architect, construction manager, and staff. Total change orders for the project are 6.6 % of construction cost.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #17, EMAE International, Inc. for Bid #1051, construction of the Classroom and Maintenance & Operations Buildings at Santa Ana College as presented.

Fiscal Impact: \$23,324.00	Board Date: April 13, 2009
Prepared by: Darryl A. Odum, Director, District Construction and Support Services	
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by: Edward Hernandez, Jr., Ed.D., Chancellor	

BOARD CHANGE ORDER

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

Project: SANTA ANA COLLEGE CLASSROOM AND MAINTENANCE & OPERATIONS BLDGS.	Bid No. 1051	P.O. #	BP000200
	D.S.A. No.		04-10860
Contractor: BMAE International, Inc..	Change Order No.		17
Architect: LPA, Inc.	Date:		3/11/09

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

CHANGE ORDER SUMMARY		
Original Contract Amount		\$10,662,434.00
Previous Change Orders	\$712,618.01	
This Change Order	\$23,324.00	
Total Change Orders		\$735,942.01
Revised Contract Amount		\$11,398,376.01
Previous Time Extensions	0	
Time Extension - This Change Order	0	
Total Time Extensions		0
Original Completion Date		December 29, 2008
Revised Contract Completion Date		December 29, 2008
Board Approval Date:		April 13, 2009

BOARD CHANGE ORDER

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

Project: SANTA ANA COLLEGE CLASSROOM AND MAINTENANCE & OPERATIONS BLDGS.	Bid No. 1051	P.O. # BP000200
Contractor: EMAE International, Inc.	D.S.A. No.	04-10860
Architect: LPA, Inc.	Change Order No.	17
	Date:	4/13/09

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0M	<p>DESCRIPTION: Install duct work at perimeter wall (Carpenter shop)</p> <p>REASON: Re-Design for shop equipment</p> <p>REQUESTOR: District/ LPA</p> <p>TIME EXTENSION: 0</p>		\$2,834.00
2.0M	<p>DESCRIPTION: Install additional air supply diffuser</p> <p>REASON: Drawings do not indicate air supply diffuser</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: 0</p>		436.00
3.0M	<p>DESCRIPTION: Install chain link fencing and gates</p> <p>REASON: To accommodate Baseball field access</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: 0</p>		2,529.00
4.0M	<p>DESCRIPTION: Provide additional lockers</p> <p>REASON: Additional lockers for maintenance employees</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: 0</p>		5,553.00
5.0M	<p>DESCRIPTION: Provide door hardware to accommodate card readers</p> <p>REASON: Upgrade for card readers</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: 0</p>		5,395.00
6.0M	<p>DESCRIPTION: Re-route fire line around existing wall footing</p> <p>REASON: Obstruction from wall footing</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: 0</p>		\$4,492.00

7.0M	DESCRIPTION:	Install 1" conduit to panel LA4 per RFI#104		\$2,085.00
	REASON:	Increase power supply for lighting		
	REQUESTOR:	District		
	TIME EXTENSION:	0		
			Sub-Total	\$0.00
			Total	\$23,324.00

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

To:	Board of Trustees	Date: April 13, 2009
Re:	Approval of Change Order # 1 – Bid #1053/SCC Science Building/Bond Funded	
Action:	Request for Approval	

BACKGROUND:

On December 10, 2007, the Board awarded a contract to Reed Thomas for Bid #1053/SCC Science Building.

ANALYSIS:

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

Change Order #1 increases the contract by \$8,820.00. The revised contract amount is \$97,820.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 9.9% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #1, Reed Thomas for Bid #1064, earthwork for the Santiago Canyon College Science Building as presented.

Fiscal Impact:	\$8,820.00	Board Date: April 13, 2009
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	

BOARD CHANGE ORDER

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

Project: SCC SCIENCE BUILDING - BOND FUNDED	Bid No. 1053	P.O. # 08-P0003734
	D.S.A. No. 04-107804	
Contractor: Reed Thomas	Change Order No. 1	
Architect: LPA, Inc.	Date: April 13, 2009	

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

CHANGE ORDER SUMMARY		
Original Contract Amount		\$89,000.00
Previous Change Orders	\$0.00	
This Change Order	\$8,820.00	
Total Change Orders		\$8,820.00
Revised Contract Amount		\$97,820.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		July 14, 2009
Revised Contract Completion Date		July 14, 2009
Board Approval Date:		April 13, 2009

BOARD CHANGE ORDER

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

Project: SCC SCIENCE BUILDING - BOND FUNDED	Bid No. 1053	P.O. # 08-P0003734
	D.S.A. No.	04-107804
Contractor: Reed Thomas	Change Order No.	1
Architect: LPA, Inc.	Date:	April 13, 2009

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: Install temporary construction access road for construction traffic</p> <p>REASON: To provide better access for the contractors - rains have eroded the access road</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: 0</p>		\$8,820.00
Sub-Total		\$0.00	\$8,820.00
Total			\$8,820.00

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: April 13, 2009
Re:	Approval of Change Order #1 – Bid #1053/SCC Science Building/State Funded	
Action:	Request for Approval	

BACKGROUND:

On December 10, 2007, the Board awarded a contract to Reed Thomas for Bid #1064/SCC Science Building.

ANALYSIS:

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

Change Order #1 increases the contract by \$8,820.00. The revised contract amount is \$97,820.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 9.9% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #1, Reed Thomas for Bid #1064, earthwork for the Santiago Canyon College Science Building as presented.

Fiscal Impact:	\$8,820.00	Board Date: April 13, 2009
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	

BOARD CHANGE ORDER

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

Project: SCC SCIENCE BUILDING - STATE FUNDED	Bid No. 1053	P.O. # 08-P0003735
	D.S.A. No. 04-107804	
Contractor: Reed Thomas	Change Order No. 1	
Architect: LPA, Inc.	Date: April 13, 2009	

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

CHANGE ORDER SUMMARY		
Original Contract Amount		\$89,000.00
Previous Change Orders	\$0.00	
This Change Order	\$8,820.00	
Total Change Orders		\$8,820.00
Revised Contract Amount		\$97,820.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		July 14, 2009
Revised Contract Completion Date		July 14, 2009
Board Approval Date:		April 13, 2009

BOARD CHANGE ORDER

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

Project: SCC SCIENCE BUILDING - STATE FUNDED	Bld No. 1053	P.O. # 08-P0003735
	D.S.A. No.	04-107804
Contractor: Reed Thomas	Change Order No.	1
Architect: LPA, Inc.	Date:	April 13, 2009

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: Install temporary construction access road for construction traffic</p> <p>REASON: To provide better access for the contractors - rains have eroded the access road</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: 0</p>		\$8,820.00
	Sub-Total	\$0.00	\$8,820.00
	Total		\$8,820.00

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

To:	Board of Trustees	Date: April 13, 2009
Re:	Approval of Change Order #1 – Bid #1063/SCC Science Building/Bond Funded	
Action:	Request for Approval	

BACKGROUND:

On December 10, 2007, the Board awarded a contract to J.M. Farnan Company, Inc. for Bid #1063/SCC Science Building to perform the plumbing portion of the project.

ANALYSIS:

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

Change Order #1 increases the contract by \$39,143.25. The revised contract amount is \$459,143.25. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 0.5% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION.

It is recommended that the Board of Trustees approve Change Order #1, J.M. Farnan Company, Inc. for Bid #1063 for plumbing services provided in the Santiago Canyon College Science Building as presented.

Fiscal Impact:	\$39,143.25	Board Date: April 13, 2009
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	

CHANGE ORDER

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

Project: SCC Science Building - Bond Funded

Bid No. 1063 P.O. # 08-P0003738

D.S.A. No. 04-107803

Contractor: J. M Farnan Company, Inc.

Change Order No. 1

Architect: LPA, Inc.

Date: April 13, 2009

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

SUMMARY OF CONTRACT PRICE

Original Contract Amount		\$420,000.00
Previous Change Orders	\$0.00	
This Change Order	\$39,143.25	
Total Change Orders		\$39,143.25
Revised Contract Amount		\$459,143.25
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		July 14, 2009
Revised Contract Completion Date		July 14, 2009
Board Approval Date		

LPA, Inc.

Architect

Authorized Signature

Date

J M Farnan Company, Inc

Contractor Name

Authorized Signature

Date

Darryl Odum

Director - District Construction & Support Services

Authorized Signature

Date

Assistant Vice Chancellor - Facility Planning

Authorized Signature

Date

Peter J. Hardash

Vice Chancellor, Business Operations/Fiscal Services Authorized Signature

Date

Division of State Architect

Authorized Signature

Date

California Community Colleges

Authorized Signature

Date

CHANGE ORDER

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

Project: SCC - Science Building	Bid No. 1063	P.O. # 08-P0003738
Bond Funded	D.S.A. No.	04-107803
Contractor: J. M. Farnan Company, Inc.	Change Order No.	1
Architect: LPA, Inc.	Date:	3/9/09

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: Additional gas line for the labs at the request of the College REF: CCD #7</p> <p>REASON: To provide better gas distribution to the labs.</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: 0 calendar days</p>		\$25,212.47
2.0	<p>DESCRIPTION: Provide additional drain for the ice machine in Room 212 REF:</p> <p>REASON: Not shown on plan</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: 0 calendar days</p>		\$5,576.00
3.0	<p>DESCRIPTION: Provide additional area drain at the landscaped area</p> <p>REASON: To provide better drainage</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: 0 calendar days</p>		\$3,156.51
4.0	<p>DESCRIPTION: Provide deck drain extensions under the pedestal paving system</p> <p>REASON: To provide better drainage at the deck</p> <p>REQUESTOR: District</p>	\$0.00	\$1,926.18

CHANGE ORDER

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

Project: SCC - Science Building Bond Funded	Bid No. 1063	P.O. # 08-P0003738
	D.S.A. No. 04-107803	
Contractor: J. M. Farnan Company, Inc.	Change Order No. 1	
Architect: LPA, Inc.	Date: 3/9/09	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
	TIME EXTENSION: 0 calendar days		
5.0	DESCRIPTION: Modify the floor drain model REASON: To provide better drainage for easier maintenance REQUESTOR: District TIME EXTENSION: 0 calendar days		\$472.00
6.0	DESCRIPTION: Provide additional slurry fill under the seatwall for additional sewer lines REASON: To provide more sewer capacity REQUESTOR: District TIME EXTENSION: 0 calendar days	\$0.00	\$964.46
7.0	DESCRIPTION: Provide additional underground sewer connection pipes to RM 106 REF· CCD #7 REASON: To provide future flexibility REQUESTOR: District TIME EXTENSION: 0 calendar days		\$1,835.63
Sub-Total		\$0.00	\$39,143.25
Total			\$39,143.25

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

To:	Board of Trustees	Date: April 13, 2009
Re:	Approval of Change Order #2 – Bid #1063/SCC Science Building/State Funded	
Action:	Request for Approval	

BACKGROUND:

On December 10, 2007, the Board awarded a contract to J.M. Farnan Company, Inc. for Bid #1063/SCC Science Building to perform the plumbing portion of the project.

ANALYSIS:

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

Change Order #2 increases the contract by \$17,641.37. The revised contract amount is \$1,357,639.32. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 2% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #2, J.M. Farnan Company, Inc. for Bid #1063 for plumbing services provided in the Santiago Canyon College Science Building as presented.

Fiscal Impact:	\$17,641.37	Board Date: April 13, 2009
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	

CHANGE ORDER

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

Project: SCC Science Building - State Funded

Bid No. 1063 P.O. # 08-P0003739

D.S.A. No. 04-107804

Contractor: J. M Farnan Company, Inc.

Change Order No. 2

Architect: LPA, Inc.

Date: April 13, 2009

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

SUMMARY OF CONTRACT PRICE

Original Contract Amount		\$1,315,200.00
Previous Change Orders	\$24,797.95	
This Change Order	\$17,641.37	
Total Change Orders		\$42,439.32
Revised Contract Amount		\$1,357,639.32
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		July 14, 2009
Revised Contract Completion Date		July 14, 2009
Board Approval Date		

LPA, Inc.

Architect

Authorized Signature

Date

J M Farnan Company, Inc

Contractor Name

Authorized Signature

Date

Darryl Odum

Director - District Construction & Support Services

Authorized Signature

Date

Assistant Vice Chancellor - Facility Planning

Authorized Signature

Date

Peter J. Hardash

Vice Chancellor, Business Operations/Fiscal Services

Authorized Signature

Date

Division of State Architect

Authorized Signature

Date

California Community Colleges

Authorized Signature

Date

CHANGE ORDER

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

Project: SCC - Science Building State Funded	Bid No. 1063	P.O. # 08-P0003739
Contractor: J. M. Farnan Company, Inc.	D.S.A. No.	04-107804
Architect: LPA, Inc.	Change Order No. 2	Date: 4/13/09

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: Provide additional gas line to the labs at the College request REF: CCD #7</p> <p>REASON: To provide additional gas capacity at the lab</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: 0 calendar days</p>		\$16,232.37
2.0	<p>DESCRIPTION: Provide additional underground sewer line REF:</p> <p>REASON: To provide additional sewer capacity for the future</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: 0 calendar days</p>		\$1,409.00
Sub-Total		\$0.00	\$17,641.37
Total			\$17,641.37

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

To:	Board of Trustees	Date: April 13, 2009
Re:	Approval of Change Order #1 – Bid #1064/SCC Science Building/Bond Funded	
Action:	Request for Approval	

BACKGROUND:

On December 10, 2007, the Board awarded a contract to Baker Electric for Bid #1064/SCC Science Building to perform the electrical work on the project.

ANALYSIS:

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

Change Order #1 increases the contract by \$16,064.18. The revised contract amount is \$1,406,000.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 1.5% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #1, Baker Electric for Bid #1064 for electrical services provided in the Santiago Canyon College Science Building as presented.

Fiscal Impact:	\$16,064.18	Board Date: April 13, 2009
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	

BOARD CHANGE ORDER

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

Project: SCC SCIENCE BULIDING - STATE FUNDED	Bid No. 1064	P.O. # 08-P000206
	D.S.A. No. 04-107804	
Contractor: Baker Electric	Change Order No. 1	
Architect: LPA, Inc.	Date: April 13, 2009	

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

CHANGE ORDER SUMMARY		
Original Contract Amount		\$1,720,000.00
Previous Change Orders	\$0.00	
This Change Order	\$15,472.96	
Total Change Orders		\$15,472.96
Revised Contract Amount		\$1,735,472.96
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		July 14, 2009
Revised Contract Completion Date		July 14, 2009
Board Approval Date:		April 13, 2009

BOARD CHANGE ORDER

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

Project: SCC SCIENCE BULDING - STATE FUNDED	Bid No. 1064	P.O. # 08-P000205
	D.S.A. No.	04-107804
Contractor: Baker Electric	Change Order No. 1	
Architect: LPA, Inc.	Date: April 13, 2009	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0M	<p>DESCRIPTION: Provide additional electrical outlets per the District's request. REF: CCD #7</p> <p>REASON: To provide additional electrical capacity at the labs</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: 0 calendar days</p>		\$12,195.00
1.0M	<p>DESCRIPTION: Provide additional electrical conduits to the generator enclosure for future use</p> <p>REASON: Master Planning issue - to provide future flexibility to the humanities building</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: 0 calendar days</p>		\$2,295.57
1.0M	<p>DESCRIPTION: Modify electrical outlet locations for coordination with furniture system. REF: CCD 9</p> <p>REASON: To provide better coordination between furniture locations and the power outlet locations</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: 0 calendar days</p>		\$982.39
Sub-Total		\$0.00	\$15,472.96
Total			\$15,472.96

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

To: Board of Trustees	Date: April 13, 2009
Re: Approval of Change Order #1 – Bid #1064/SCC Science Building/State Funded	
Action: Request for Approval	

BACKGROUND:

On December 10, 2007, the Board awarded a contract to Baker Electric for Bid #1064/SCC Science Building to perform the electrical work on the project.

ANALYSIS:

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

Change Order #1 increases the contract by \$15,472.96. The revised contract amount is \$1,735,472.96. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 1.8% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #1, Baker Electric for Bid #1064 for electrical services provided in the Santiago Canyon College Science Building as presented.

Fiscal Impact:	\$15,472.96	Board Date: April 13, 2009
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	

BOARD CHANGE ORDER

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

Project: SCC SCIENCE BULIDING - BOND FUNDED	Bid No. 1064	P.O. # 08-P000205
	D.S.A. No. 04-107803	
Contractor: Baker Electric	Change Order No. 1	
Architect: LPA, Inc.	Date: April 13, 2009	

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

CHANGE ORDER SUMMARY		
Original Contract Amount		\$1,406,000.00
Previous Change Orders	\$0.00	
This Change Order	\$16,064.18	
Total Change Orders		\$16,064.18
Revised Contract Amount		\$1,422,064.18
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		July 14, 2009
Revised Contract Completion Date		July 14, 2009
Board Approval Date:		April 13, 2009

BOARD CHANGE ORDER

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

Project: SCC SCIENCE BULIDING - BOND FUNDED	Bid No. 1064	P.O. # 08-P000205
	D.S.A. No.	04-107803
Contractor: Baker Electric	Change Order No.	1
Architect: LPA, Inc.	Date:	April 13, 2009

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0M	<p>DESCRIPTION: Provide additional electrical outlets per the District's request. REF: CCD #7</p> <p>REASON: Tp provide additional electrical capacity at the labs</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: 0 calendar days</p>		\$9,514.00
1.0M	<p>DESCRIPTION: Provide additional electrical conduits to the generator enclosure for future use</p> <p>REASON: Master Planning issue - to provide future flexibility to the humanities building</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: 0 calendar days</p>		\$6,550.18
	Sub-Total	\$0.00	\$16,064.18
	Total		\$16,064.18

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: April 13, 2009
Re:	Approval of Construction Management Agreement: SAC Gym Project (Restroom Addition, Gym Floor Replacement)	
Action:	Request for Approval	

BACKGROUND:

The District has bid and awarded the construction contract for the SAC Gym Project. This project includes the construction of ADA compliant restrooms, a new fire sprinkler system and installation of a new hardwood floor at the basketball court.

In order to effectively manage the project, District staff must be augmented with a professional construction management firm to provide full time, daily oversight for the project.

ANALYSIS.

The Facility Planning Office solicited proposals from the following firms with a fee for their review as follows:

FIRM	FEE FOR SERVICES
Bernards	\$191,165.00
Seville Construction Services	\$283,775.00
C.W. Driver	No personnel available for the project
gkkworks	\$290,000.00

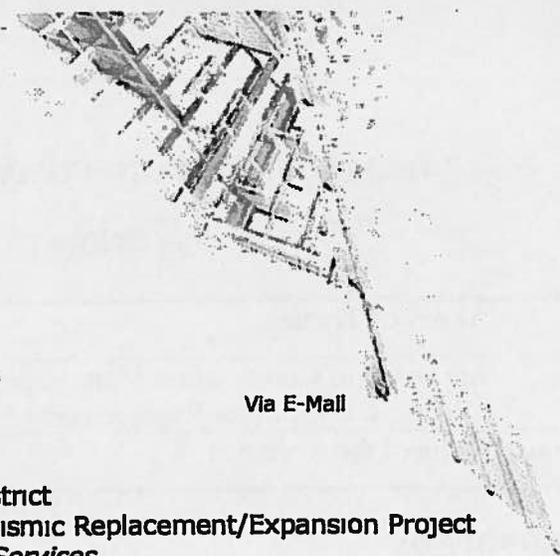
Bernards was the lowest cost firm due in large part to the fact that they are already at the Santa Ana Campus as the construction management firm for the Child Development Center project. This existing presence allows them to have the construction manager for the Gym Project at no additional cost for reimbursables. It also allows for administrative oversight of the assigned construction manager, again at no additional cost. The cost proposal for Bernards (dated 03/25/09) is attached.

Bernards has performed construction management services for several projects at SAC including the recently completed Classroom Building, the Maintenance & Operations facility, and as indicated earlier, the Child Development Center. The District has been very satisfied with the caliber of their professional services.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the hiring of Bernards as the construction management firm for the SAC Gym Project as presented.

Fiscal Impact:	\$191,165.00	Board Date: April 13, 2009
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations & Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	



LOS ANGELES • ORANGE COUNTY • BAKERSFIELD • FRESNO • SAN BERNARDINO

March 25, 2009

Mr. Darryl Odum
Director, District Construction & Support Services
2323 North Broadway, Suite 112
San Ana, California 92706-1640

Via E-Mail

Subject: Rancho Santiago Community College District
Santa Ana College Physical Education Seismic Replacement/Expansion Project
Proposal For Construction Management Services

Dear Darryl:

We are pleased to submit our proposal for Construction Management Services on the Santa Ana College Physical Education Seismic Replacement/Expansion Project.

We reviewed the construction documents and existing site conditions and found several significant challenges facing the project: 1. limited site access to the building and 2. probable unforeseen conditions due to the age of the structure. To minimize cost and schedule impacts, we will need to be attentive and responsive to these issues as they arise. Untimely responses to these issues will negatively affect the completion dates.

Elena Blackwell, Construction Manager, will manage the project full-time. Elena will be responsible for coordinating construction activities with the college, facilitating answers, tracking the progress of the work and reporting on the project activities. In addition, Jerry Neve will be responsible for field supervision/oversight. Since the project will be managed from our Child Development Center project office, there will be no additional General Condition costs.

Although the project will be managed by a Construction Manager (also referred to as an Assistant Project Manager), we are discounting the rate by using our Project Engineer's hourly rate. A breakdown of our fee proposal is as follows:

1. Field Supervision/Oversight by Jerry Neve	No cost
2. Project Engineer Hourly Rate \$85/hour for 13 months (2,249 hours)	\$191,165
3. <u>General Conditions</u>	No cost
Total Fee Proposal	\$191,165

Our services for this project will begin once the District executes our Agreement, expected to be sometime in April 2009 and shall conclude 13 months later on or about April 30, 2010.

We appreciate the opportunity to submit our proposal and look forward to continuing our relationship with the Rancho Santiago Community College District. If you have any questions or require additional information, please contact me.

Respectfully,

Kelvin K. Okino
Vice President, Management Services

cc: Mr. Michael Cawlina, Bernards (via e-mail)
Mr. Jerry Neve, Bernards (via e-mail)

Los Angeles Corporate Office
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T 818.898.1521
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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: April 13, 2009
Re:	Approval of DSA Inspection Services: Santa Ana College Fire Alarm System Replacement	
Action:	Request for Approval	

BACKGROUND:

On May 12, 2008, the Board of Trustees approved an agreement with Johnston Inspections, Inc. to provide Division of State Architect (DSA) mandated inspection services for the Fire Alarm Replacement System Project at Santa Ana College. These inspection services were provided on a part time basis while Johnston Inspections was also performing their services on several concurrent projects.

Due to the continuation of this project, DSA required inspection services shall be needed until approximately June 30, 2009.

ANALYSIS:

The agreement with Johnston Inspections, Inc. needs to be extended as indicated in the attached proposal dated February 24, 2009, and based at an hourly rate of \$75.00/hour for a Class 3 DSA inspector. These services are estimated at \$40,000 for an inspector of record through project completion (estimated to be June 30, 2009).

The additional cost is required due to the extension of the project's completion date due to the re-bidding and change in contractors for the project and a need to provide inspection services to cover the amount of work now being accomplished by the contractor.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the change order for Johnston Inspections, Inc. to provide DSA-mandated inspection services at Santa Ana College as presented.

Fiscal Impact:	Estimated at \$40,000.00	Board Date: April 13, 2009
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	

Johnston Inspections, Inc.

School Inspection & Ground Rod Testing

February 24, 2009

Darryl Odum, Director
District Construction & Support Services
Rancho Santiago Community College District
2323 North Broadway, #112
Santa Ana, CA 92706

**SUBJECT: PROPOSAL - DSA INSPECTION SERVICES AT SANTA ANA COLLEGE:
FIRE ALARM SYSTEM REPLACEMENT**

Johnston Inspections will provide a Class 3 DSA project inspector for the project listed above at \$75.00 per hour, 4-hour minimum. Inspection on weekends or holidays will be billed at time and a half. This project is expected to be completed in mid June, 2009. The total remaining cost for inspection services is estimated to be \$40,000.

This proposal is for DSA inspection only. All on- and off-site deputy inspections and testing, as needed, will be provided by a lab of your choice.

Sincerely,



Jerry Johnston
Johnston Inspections

JOHNSTON INSPECTIONS, INC.
10000 New Ave. Fullerton, CA 92631
Tel: 714-238-0000 Fax: 714-238-0001

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

To:	Board of Trustees	Date:	April 13, 2009
Re:	Approval of the 2009-10 Tentative Budget Assumptions		
Action:	Request for Approval		

BACKGROUND

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

ANALYSIS

The attached budget assumptions are based on the best information known at this time, including the 2009-2010 State Budget Act approved on February 20, 2009. The Budget Allocation and Planning Review Committee (BAPR) recommended the proposed assumptions to the Chancellor. The Chancellor's Cabinet reviewed the assumptions, and they were presented to the District Council, where they received support.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Tentative Budget Assumptions for the 2009-10 fiscal year as presented.

Fiscal Impact:	Not applicable	Board Date:	April 13, 2009
Prepared by:	Noemi M. Kanouse, Assistant Vice Chancellor, Fiscal Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business and Fiscal Services		
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor		

Rancho Santiago Community College District 2009-10 Tentative Budget Assumptions

These assumptions are for use in development of the 2009-10 district and college budgets. As more detailed information is received in the coming months from the offices of the Governor and the state chancellor, the assumptions will be adjusted accordingly.

General Assumptions

1. The tentative budget will be balanced by using the 2008-09 ending balance in excess of the contingency reserve.
2. The tentative budget will have a contingency reserve of no less than 5%.
3. Budgeting for 2009-10 will utilize the current Budget Allocation Model.
4. The district and colleges will use plans, planning documents, and planning processes as a basis for development of expenditure budgets.

Revenue Assumptions

5. General apportionment deficit factor 3%.
6. The Cost of Living Adjustment (COLA) of 0.00% for 2009-2010 will be based on the State Budget Act 2009-10 approved on February 20, 2009.
7. The State Budget includes a 3% increase for statewide enrollment growth in the form of general apportionment. The RSCCD funded enrollment growth cap is 0% of growth funds are included in the tentative budget. The RSCCD calculated 2009-2010 growth cap (unconstrained) is 0.23%.
8. The lottery revenue will be calculated at the rate projected by School Services of California. The current estimate is \$109.50 per FTES for unrestricted revenue and \$11.50 per FTES for restricted revenue in accordance with Proposition 20.

Expenditure Assumptions

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

Reviews

*BAPRC recommends budget assumptions to the Chancellor (3-25-2009)
Chancellor's Cabinet to review recommended budget assumptions (4-13-2009)
Chancellor's Council to review recommended budget assumptions (4-13-2009)
Board of Trustees approve the assumptions ()*

2009-2010 Tentative Budget Augmentations/Reductions

INCOME

Apportionment Deficit - 3.0%	\$	(4,165,119)	
Property Tax Shortfall	\$	-	
COLA 0%	\$	-	
Growth @ 0.00%	\$	-	
Interest earnings reduction	\$	(600,000)	
Total Additional (Reduction) Income		(600,000)	\$ (4,765,119)

EXPENSES

Step and Column Movement	\$	1,300,000	
P/T Faculty Accounts			???
AB 1725 Full Time Faculty Obligation hires	\$	1,480,000	
Additional Classified Hires			
Total Salaries		2,780,000	\$ 2,780,000

BENEFITS

Health and Welfare benefit plans - 10% increase	\$	1,800,000	
Subtotal step increase and new pos.	\$ 2,780,000	\$ 177,600	
PERS 9.428% - pending increase?			
State Unemployment - max at .30			
Total Benefits		1,977,600	\$ 1,977,600
Total Salaries and Benefits		4,757,600	\$ 4,757,600

Utilities- gas, water, telephone, electricity	\$	500,000	
Postage cost increase	\$	50,000	
SCC Groundskeeper supplies/equipment			
Other			
Total Additional Non-Compensation Expenses		550,000	\$ 550,000

Total Additional Expenditures		5,307,600	\$ 5,307,600
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Total Projected Budget Shortfall		(10,072,719)	\$ (10,072,719)
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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Human Resources and Educational Services**

To: Board of Trustees	Date: April 13, 2009
Re: New and Revised Board Policies	
Action: Approval of New and Revised Board Policies	

BACKGROUND

The Board Policy Committee met on February 4, 2009. New and revised board policies were presented to the Board of Trustees for a first reading on March 9, 2009. The policies were presented for second reading on March 23, 2009 but action was deferred pending further review by the Board Policy Committee on March 30, 2009.

ANALYSIS

The policies presented for a second reading are summarized on the attached chart. The Board Policy Committee is recommending modifications to the versions of the following policies:

BP 3101	Conflict of Interest
BP 4104	Equal Employment Opportunity
BP 4135	Solicitation of Political Contributions and Political Activities by Employees
BP 9009	Quorum and Voting
BP 9027	Board of Trustees Political Activities and Solicitation of Political Contributions

The recommended modifications to these policies are presented in bold italics.

RECOMMENDATION

It is recommended that the Board approve the attached new and revised board policies.

Fiscal Impact: None	Board Date: April 13, 2009
Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Recommended by: Dr. Edward Hernandez, Jr., Chancellor	

**BOARD POLICY REVISIONS--SECOND READING
APRIL 2009**

POLICY	ACTION	RATIONALE
COMMUNITY RELATIONS - 1000		
- Community Services Activities - BP 1350	Revise	Add CCLC Model Policy Language
BUSINESS/FINANCE SUPPORT SERVICES - 3000		
- Conflict of Interest - BP 3101 (Modified from First Reading)	Revise	Add new legislative requirements (SB8 & SB274)
PERSONNEL - 4000		
- General Personnel Policy Statement - BP4101 (Modified from First Reading)	Revise	Include AR reference--update code citation
- Recruitment and Selection of Employees - BP4102	Revise	Combine with BP 4104; add CCLC language
- Employee Appointment and Transfer - BP4104	Eliminate	Content moved to 4102 and AR
- Equal Employment Opportunity - BP4104 (NEW)	New	Use CCLC Model Policy
- Employment Contracts - BP4105	Eliminate	Obsolete language; covered elsewhere
- Insurance - BP4107	Eliminate	Add CCLC language; incorporate in BP4603
- Personnel Files - BP4110	Revise	Update code citation; move content to AR
- One Day Change of Assignment - BP4112	Eliminate	Covered in 4102
- Short-Term Excused Absence Without Loss of Pay - BP4113	Eliminate	Covered in collective bargaining agreements
- Military Leave - BP4115	Revise	Update code citation
- Employment of Relatives/Nepotism - BP4118	Revise	Add CCLC language
- Unlawful Discrimination and Sexual Harassment - BP4119	Revise	Follow Model Policy from Chancellor's Office
- Copyright and Patents - BP4120	Eliminate	Incorporate into BP7002 - Intellectual Property
- Acceptance of Outside Obligations - BP4126	Revise	Update language and code citations
- Salary Deductions - BP4127	Revise	Add CCLC language and code citations
- Employee Evaluation - BP4128	Revise	Update language and code citations
- Resignation - BP4129	Revise	Add CCLC language
- Medical Examinations - BP4130	Revise	Update language and code citations
- Diversity and Equal Employment Opportunity - BP4131	Eliminate	Covered in 4102
- Organizations Right of Access - BP4133	Revise	Correct code citation
- Solicitation of Political Contributions and Political Activities by Employees - BP4135	Revise	Add CCLC language and code citations
- International Travel - BP4136	Eliminate	Covered in 4108
- Whistleblower Protection - BP4140	Revise	Include anonymous reporting procedure
- Faculty Multiple Site Assignment - BP4203	Eliminate	Unnecessary: covered in union contracts
- Faculty Dismissal and/or Discharge - BP4206	Revise	Add CCLC language and code citations
- Faculty Retirement (Workload Reduction) - BP4207	Revise	Update language and code citations
- Faculty Retirement - BP4208	Eliminate	Unnecessary
- CLASSIFIED PERSONNEL - Definition Classified Service - BP4301	Revise	Add CCLC language and code citations
- Classified Salary Payments - BP4302	Revise	Update language
- Classified Retirement System - BP4303	Eliminate	Unnecessary
- Management Medical/Dental Insurance Benefits - BP4402	Revise	Clarify language
- Bereavement Leave Management - BP4404	Revise	Update language
- Duties - Management Interns - BP4416	Eliminate	Unnecessary

**BOARD POLICY REVISIONS--SECOND READING
APRIL 2009**

POLICY	ACTION	RATIONALE
-- Administrative Leave -- BP4419	Revise	Update Language
- Retirement Administrative - BP4420	Eliminate	Unnecessary
- Salary Payments Administrative - BP4503	Eliminate	No longer permissable
- Educational Management Employee Retroactive Pay Administrative - BP4519	Revise	Renumber to 4422
- Administrative Retreat Rights - Administrative - BP4520	Revise	Clarify language and renumber to 4423
- Claims and Actions Against The District - BP4602	Revise	Add CCLC language and code citations
- District Property & Liability Protection - BP4603	Revise	Incorporate BP 4107
- Bonding of Personnel - BP4604	Revise	Change language and code citation
STUDENTS AND STUDENT PERSONNEL SERVICES - 5000		
- Open Enrollment - BP 5009	Revise	Update language
- Military Withdrawals - BP 5121	Revise	Update language
- Withholding of Student Records - BP 5555	New	Places current procedure in policy
INSTRUCTION - 6000		
- Credit/No Credit Courses - BP 6120 (Grading and Academic Record Symbols)	Revise	Retitle and use CCLC Model Policy
- Credit by Examination - BP 6121	Revise	Use CCLC Model Policy language
BY-LAWS OF THE BOARD - 9000		
- <i>Committee Structure - BP 9009 (Modified from First Reading)</i>	<i>Revise</i>	<i>Revised by Board Pollicy Committee</i>
- <i>Quorum and Voting - BP 9016 (Modified from First Reading)</i>	<i>Revise</i>	<i>Add CCLC language</i>
- Meetings - Special - BP 9020	Revise	Add CCLC language
- Board of Trustees Political Activities and Solicitation of Political Contributions - BP 9027 (Modified from First Reading)	Revise	Add CCLC language

Community Services Activities - BP1350

Revised ~~June 13, 1994~~ April 2009

The Board of Trustees of Rancho Santiago Community College District recognizes the responsibility of providing educational opportunities in the community as an extension of the traditional instructional program and directs the chancellor to establish a diversified program of community services to meet the educational, cultural, social, and recreational needs of the district.

Community Services courses shall be open for admission of adults and minors who can benefit from the programs.

No General Fund monies may be expended to establish or maintain community services courses. Students involved in community services courses shall be charged a fee not to exceed the cost of maintaining the courses. Courses may also be offered for remuneration by contract or with contributions or donations of individuals or groups.

Legal Reference:

Education Code Section 78300

Conflict of Interest - BP3101

Adopted 12/09/02 Revised April 2009

It is the policy of the Board to comply with the terms of Title 2 California Code of Regulations, Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission.

Board members and designated employees shall file statements of economic interests with the Chancellor or designee, who will make public, file and disseminate the statements according to government codes and local requirements. The Chancellor will maintain an administrative regulation identifying its procedures for such statements and the designations for employees.

Board members and designated employees shall not be financially interested in any contract made by the Board or in any contract they make in their capacity as board members.

Board members and designated employees shall not be considered to be financially interested in contract if his or her interest is limited to those interests defined as remote under Government Code Section 1091 or is limited to interests defined by Government Code Section 1091.5.

Board members who have a remote interest in any contract considered by the Board shall disclose his or her interest during a board meeting and have the disclosure noted in the official board minutes. The board member shall not vote or debate on the matter or attempt to influence any other board member to enter into the contract.

Board members and designated employees shall not engage in any employment or activity that is inconsistent with, incompatible with, or in conflict with or inimical to his or her duties as an officer of the district.

A Board member shall not simultaneously hold two public offices that are incompatible.

Upon leaving the Board, former members shall not, for a period of one year act as an attorney, agent, or otherwise represent for compensation others appearing before the Board.

The Board of Trustees prohibits the District from conducting any business *for compensation* with a former trustee for *two years one year* from the date of leaving office. *This includes, but is not limited to, a business owned by said trustee or a business in which the trustee is a major shareholder or partner.*

Legal Reference:

Government Code Sections 1090, et seq.; 1126, 87200, et seq.

Title 2, California Code, Sections 18730 et seq.

RSCCD Conflict of Interest Code amendment adopted October 24, 1994.

General Personnel Policy Statement - BP4101

Revised ~~03/27/95~~ April 2009

The Board of Trustees directs the chancellor to develop and implement policies and ~~procedures~~ administrative regulations which direct the work of the Rancho Santiago Community College District. The policies and ~~procedures~~ administrative regulations shall be in writing and shall be made available for public review.

Legal Reference:

Education Code ~~74142~~ 70902

Recruitment, and Selection, Appointment and Transfer of Employees - BP4102

Revised ~~04/24/95~~ April 2009

It is the responsibility of the chancellor ~~and of persons delegated by him/her~~ to determine the personnel needs of the district.

It is the policy of the Rancho Santiago Community College District to obtain the best qualified ~~available candidates for each vacant position~~ administrators, faculty, and staff members who are dedicated to student success. The Board of Trustees supports a competitive selection process for filling vacant positions.

Rancho Santiago Community College District is an equal opportunity employer. The college district prohibits discrimination based on ~~race, sex, color, religion, age, national origin, disability, marital status, veteran status or sexual orientation.~~ Sexual harassment is also prohibited ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, or physical or mental disability, or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics.

The Board of Trustees recognizes that diversity in the academic environment fosters cultural awareness, promotes mutual understanding and respect, and provides suitable role models for all students. The Board is committed to hiring and staff development processes that support the goals of equal opportunity and diversity, and provide equal consideration for all qualified candidates.

It shall be the duty of the chancellor to see that persons nominated for employment meet all qualifications established by law and/or the Board of Trustees for the position for which nomination is made.

The chancellor will recommend the appointment of all employees to the Board of Trustees. Employees may be appointed by the chancellor or delegated agent subject to ratification at the next regular meeting of the Board of Trustees.

The authority to assign and/or transfer personnel within the district is delegated to the chancellor except as such power may be limited by law, district policies, procedures, and collective bargaining agreements.

Legal Reference:

~~Title VI, Title VII, Title IX,~~ of the United States Civil Rights Act of 1964.

~~Executive Order 11246, as amended by Executive Order 11375.~~

~~Chapter 2, Division 4, Title 2 of the California Administrative Code. Subsection 1 (commencing with Sections 53000), Section 1, Chapter 1, Division 4, Title 5, Division 6 of the California Administrative Code of Regulations.~~

Sections 87100, 87400 and 88000 et. seq of the California Education Code.

Employee Appointment and Transfer

Equal Employment Opportunity - BP4104

Revised 03/27/95 - Adopted April 2009

The Board supports the intent set forth by the California Legislature to assure that effort is made to build a community in which opportunity is equalized, and community colleges foster a climate of acceptance, with the inclusion of faculty and staff from a wide variety of backgrounds. It agrees that diversity in the academic environment fosters cultural awareness, mutual understanding and respect, harmony and respect, and suitable role models for all students. The Board therefore commits itself to promote the total realization of equal employment through a continuing equal employment opportunity program.

The Chancellor shall develop, for review and adoption by the Board, a plan for equal employment opportunity that complies with California law the Education Code and Title 5 requirements as from time to time modified or clarified by judicial interpretation.

~~The chancellor will recommend the appointment of all academic and classified administrators, managers and full-time faculty to the Board of Trustees. Classified staff and part-time employees may be appointed on an interim basis by the chancellor or delegated agent until appointed at the next regular meeting of the Board of Trustees. Selection will be based upon competence and will be in accordance with all pertinent rules and regulations of the Board of Trustees, laws of the State of California, including the rules and regulations adopted by the Department of Fair Employment and Housing. Part-time temporary, substitute, short term, and student help may be appointed by the chancellor or his/her delegated agent. The position shall be reported at the next regular meeting of the Board of Trustees.~~

~~Assignment and/or transfer of personnel within the district is delegated to the chancellor except as such power may be limited by law, district policies, procedures, and collective bargaining agreements.~~

Appointment Standards

~~Applicants for appointment shall fulfill the requirements and meet the standards as defined in the job announcement. In addition, they shall:~~

- ~~1. Submit documentation as required by the Immigration Reform and Control Act of 1986 requiring that the employer obtain documentation which verifies the employee's identity and authorizes his/her right to work in the United States.~~
- ~~2. Submit to fingerprinting.~~
- ~~3. Submit to tuberculosis examination.~~

Legal References:

Collective Bargaining Agreements

~~Education Code - 76406. Examination for tuberculosis, 87400. Employment of academic positions, 87405. Employment of persons convicted of sex offenses or controlled substance offenses Employee Appointment and Transfer (Continued) Education Code: ,87406. Employment of sexual psychopath, 87408. Medical Examinations; communicable diseases, 87408.6 Medical Examination; tuberculosis 88022. Employment after conviction of sex offense or controlled substance offense; rehabilitated controlled substance offender., 88023. Employment of sexual psychopath, 88024. Use of personal identification cards to ascertain conviction of crime . 88034. Employment of retired classified employee~~

~~Employment Contracts—BP4105~~

~~Adopted 03/27/95~~

~~Employment contracts for full-time employees in the Rancho Santiago Community College District may be offered to academic, administrative, and classified personnel by the chancellor or designee. Classified and part-time employees (less than 50%) are offered employment by a dean or vice chancellor. Part-time academic employees are offered semester-to-semester assignments.~~

~~Contracts and offers of employment so offered do not become binding documents until approved at a regular meeting of the Board.~~

~~Contracts and offers of employment are to be made in accordance with collective bargaining agreements, Board of Trustee policy, and RSCCD procedure.~~

~~Any academic employee not a regular employee who fails to signify his or her acceptance within 45 consecutive calendar days after notice of his or her election or employment has been given him or her, or mailed to him or her by United States registered mail with postage thereon prepaid at his or her last known place of address, by the clerk or secretary of the Governing Board of the community college district, shall be deemed to have declined employment.~~

~~Legal Reference:~~

~~Education Code~~

~~72290. Employment of personnel, salaries and benefits~~

~~87410. Acceptance of election, when employment deemed declined~~

~~Insurance—BP4107~~

~~Adopted 03/27/95~~

~~All employees of the district shall be covered by liability, error and omission, and indemnity insurance carried by the district.~~

~~Legal Reference:~~

~~Education Code~~

~~1252. Power to contract for group workmen's compensation insurance (county superintendent)~~

~~72253. Replacing or repairing employees' property~~

~~72506. Liability insurance~~

~~72509. Insurance coverage for volunteers~~

~~72510. Reimbursement for loss, destruction or damage of personal property~~

~~72511. Liability insurance (50,000 or more ADA)~~

Personnel Files - BP4110

Revised ~~11/14/01~~ **April 2009**

Rancho Santiago Community College District shall keep personnel files on all current and former employees.

All personnel files are confidential and are available for review only to those persons having legal right or authorization to inspect.

~~All written materials filed (except for those prohibited by law) shall be available for inspection by the employee during employee's non-working hours. The inspection of the personnel file shall be in the presence of a member of the human resources staff.~~

Legal Reference:

Education Code 87031. ~~Personnel file contents and inspection~~

Labor Code Section 1198.5

Collective Bargaining Agreements

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## ~~One Day Change of Assignment~~ **BP4112**

Revised ~~03/27/95~~

~~The chancellor is authorized to change the assignment of an employee for district business for a period of one day. Change of assignment for more than one day shall be authorized by the Board of Trustees.~~

~~~~~

~~Short Term Excused Absence Without Loss of Pay~~ **BP4113**

Revised ~~03/27/95~~

~~Administrators are authorized to excuse an employee without loss of pay for an occasional absence up to a maximum of four (4) hours for personal business when such absence from regular duty is deemed in the best interest of the district.~~

~~Legal Reference: Education Code~~

~~87763. Leaves of Absence~~

~~87764. Power to Grant Leaves of Absence~~

~~88190. Leaves of Absence and Vacation~~

~~88198. Provisions Authorizing Leaves of Absence~~

Military Leave - BP4115

Adopted 03/27/95 Revised April 2009

All Employees shall be entitled to a military leave of absence as prescribed by ~~under~~ provisions of the federal Uniformed Services Employment and Reemployment Rights Act, and the California Military and Veterans Code.

Affected employees shall also receive vacation, sick leave, health and welfare benefits, and reemployment rights, pursuant to the applicable provisions of federal and state law.

Leave of more than 180 Calendar Days

~~Under the provisions, the employee is entitled to receive full pay for thirty (30) calendar days during a military leave of more than one hundred and eighty (180) calendar days. In order to receive such pay, the employee must have worked for the district for one year or more immediately prior to such leave.~~

Leave of less than 180 Calendar Days

~~Under the provisions, the employee is entitled to receive full pay for the first thirty (30) calendar days during a military leave of less than one hundred and eighty (180) calendar days. In order to receive such pay, the employee's previous military service and service with the district combined must equal one year or longer.~~

Legal Reference:

Uniformed Services Employment and Reemployment Rights Act

Military and Veterans Code

Education Code Section 87700

Nepotism - BP4118

Revised ~~11/14/01~~ April 2009

It shall be the policy of the district not to offer employment to an applicant or to ~~permanently assign or promote~~ an employee to a position which would have a supervisory or evaluative relationship with a ~~position held by a~~ close relative employed by the district.

A supervisory or evaluative relationship includes the ability to recommend or influence the appointment, retention, evaluation, tenure, work assignment, promotion, demotion, or salary of the relative or domestic partner as defined by Family Code Section 297 et seq.

~~This policy also includes the non-hiring of a close relative of an employee if the employee could have a substantial influence in regards to employment, promotion, termination or salary placement of the applicant.~~

For the purposes of this policy, a close relative shall be a spouse ~~husband, wife~~, domestic partner, parent, child, grandchild, sibling ~~son, daughter~~, or in-laws. A parent, child, grandchild or sibling of a domestic partner shall also be considered an in-law. Persons related by blood or marriage living in the same household are also considered to be close relatives.

This policy would require, as soon as possible, the reassignment of one employee, to a comparable position when two employees get married or form a domestic partnership and a supervisory or evaluative relationship exists between the positions held by the employees.

The District will also make reasonable efforts to assign job duties to minimize the potential for creating an adverse impact on supervision, safety, security, or morale, or creating other potential conflicts of interest due to the employment of relatives.

Unlawful Discrimination and Sexual Harassment - BP4119

~~Revised July 21, 2003 April 2009~~

~~1.0 It is the policy of Rancho Santiago Community College District to provide an educational employment and business environment in which no person shall be unlawfully subjected to discrimination or sexual harassment, nor unlawfully denied full and equal access to the benefits of any program or activity of the District that is administered by, directly funded by, or that receives any financial assistance, the State Chancellor or Board of Governors of the California Community Colleges.~~

~~2.0 It shall be a violation of this policy for anyone who is authorized to recommend or take personal or academic action affecting an employee or student, or who is otherwise authorized to transact business or perform other acts or services on behalf of Rancho Santiago Community College District, to engage in unlawful discrimination, as defined below, or for anyone to retaliate against a person who files an unlawful discrimination complaint, who participates in an investigation of a complaint, or who represents or serves as an advocate for the complainant or for the person against whom a complaint is made.~~

~~2.1 The district will take preventive, corrective, and disciplinary action for any act that violates this policy or the rights and privileges it is designed to protect.~~

~~2.2 Employees, students, or other persons acting on behalf of the district who engage in unlawful discrimination or retaliation may be subject to discipline, up to and including discharge, expulsion, or termination of contract.~~

~~2.3 Employees should be aware that if they engage in acts that the district determines to be acts of unlawful discrimination, such acts are outside the course and scope of their employment and may result in the employee having to obtain his or her own legal counsel. Acts of unlawful discrimination may result in a money judgment against the employee personally.~~

~~3.0 The chancellor shall establish administrative procedures that ensure all members of the college community can present complaints regarding alleged violations of this policy and have their complaints heard in accordance with the Title 5 regulations and those of other agencies that administer state and federal laws regarding nondiscrimination.~~

~~4.0 No district funds shall ever be used for membership, or for any participation involving financial payment or contribution on behalf of the district or any individual employed by or associated with it, to any private organization whose membership practices are discriminatory on the basis of identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, or physical or mental disability as defined and otherwise prohibited by state and federal statutes, and includes sexual harassment.~~

~~5.0 Unlawful Discrimination~~

~~5.1 "Unlawful Discrimination" means discrimination on the basis of ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, or physical or mental disability as defined and otherwise prohibited by state and federal statutes, and includes sexual harassment.~~

~~5.2 Sexual Harassment~~

~~5.2.1 "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual~~

~~nature made by someone from the work or educational setting, under any of the following conditions:~~

~~5.2.1.1 Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, academic status, or progress.~~

~~5.2.1.2 Submission to, or rejection of, the conduct by an individual is used as the basis of employment or academic decisions affecting the individual.~~

~~5.2.1.3 The conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance, or of creating an intimidating, hostile, or offensive work or educational environment.~~

~~5.2.1.4 Submission to, or rejection of, the conduct by an individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the colleges of the District.~~

~~5.2.2 Specific Examples: For the purpose of further clarification, sexual harassment may include, but is not limited to, the following conduct when it occurs under one or more of the conditions described in section 5.2.1 above:~~

~~5.2.2.1 Making unsolicited written, verbal, physical or visual contact with sexual overtones.~~

~~5.2.2.1.1 Written: Includes, but is not limited to, suggestive or obscene letters, notes or invitations~~

~~5.2.2.1.2 Verbal: Includes, but is not limited to, derogatory comments, slurs, jokes, epithets.~~

~~5.2.2.1.3 Physical: Includes, but is not limited to, assault, touching, impeding or blocking movement.~~

~~5.2.2.1.4 Visual: Includes, but is not limited to, leering, gestures, or display of sexually suggestive objects, pictures, cartoons, or posters.~~

~~5.2.2.2 Continuing to express sexual interest after being informed that the interest is unwelcome.~~

~~5.2.2.3 Making reprisals, threats of reprisals, or implied threats of reprisals following rejection of sexual harassment:~~

~~5.2.2.3.1 Within the Work Environment: Either employing or actually withholding support for an appointment, promotion, or change of assignment; suggesting that a poor performance report will be prepared; or suggesting that probation will be failed.~~

~~5.2.2.3.2 Within the Educational Environment: Either employing or actually withholding grades earned or deserved; suggesting that a poor performance~~

evaluation will be prepared; or suggesting that a scholarship recommendation or college application will be denied.

~~5.2.3 — Within the Rancho Santiago Community College District, sexual harassment is prohibited regardless of the status and/or relationship the affected parties may have.~~

~~5.2.3.1 — Private, personal conduct may at some point become unwelcome. Employees placed on notice that the co-employee or student now finds the conduct unwelcome shall cease such conduct immediately. Any conduct of a sexual nature following such notice may be determined to be sexual harassment. Such conduct is subject to investigation by the District on the complaint of an individual who finds it to be unwelcome.~~

~~5.2.3.2 — Employees who participate in a consensual relationship, and at some point wish to discontinue the relationship, must clearly state to the other participant that the conduct is no longer consensual or welcome, and that all such conduct must cease.~~

~~5.2.4 — Any employees who have knowledge of conduct that may constitute sexual harassment of students or employees by another employee, volunteer, or individuals in the school community are required to immediately report such conduct to the Assistant Vice Chancellor Human Resources.~~

~~6.0 — Responsible District Officer: The Executive Vice Chancellor of Human Resources and Educational Services is designated by the District as the single District officer responsible for receiving all unlawful discrimination complaints filed pursuant to section 59328 of Title 5 of the California Code of Regulations, and for coordinating their investigation. The actual acceptance and investigation of complaints may be assigned to other staff or to outside persons or organizations under contract with the District.~~

~~7.0 — Information on where to obtain specific rules and procedures for reporting complaints of unlawful discrimination may be obtained by contacting the Assistant Vice Chancellor of Human Resources, District Operations Center, 2323 N. Broadway, Santa Ana, CA 92706. (714) 480-7490.~~

~~8.0 — A copy of this policy will be displayed in a prominent location in the main administrative building of each campus or other area where notices regarding the District's rules, regulations, procedures, and standards of conduct are posted.~~

~~9.0 — Faculty and staff will be provided with a copy of this policy at the beginning of the first quarter or semester of the college year after the policy is adopted, or at the time of hire as a new employee.~~

~~10.0 — A copy of this policy, as it pertains to students, will be provided as part of any orientation program conducted for new students at the beginning of each quarter, semester, or summer session, as applicable.~~

The policy of the Rancho Santiago Community College District is to provide an educational and employment environment in which no person shall be unlawfully denied full and equal access to the benefits of, or be unlawfully subjected to discrimination, in whole or in part, on the basis of ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, or physical or mental disability, or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, in any program or activity that is administered by, funded directly by, or that

receives any financial assistance from the State Chancellor or Board of Governors of the California Community Colleges.

The policy of the Rancho Santiago Community College District is to provide an educational and employment environment free from unwelcome sexual advances, requests for sexual favors, sexual favoritism, or other verbal or physical conduct or communications constituting sexual harassment.

The policy of Rancho Santiago Community College District is to comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973 in the development, procurement, maintenance, or use of electronic or information technology and respond to and resolve unlawful discrimination complaints regarding accessibility. Such complaints will be treated as complaints of discrimination on the basis of disability.

Employees, students, or other persons acting on behalf of the District who engage in unlawful discrimination as defined in this policy or by state or federal law may be subject to discipline, up to and including discharge, expulsion, or termination of contract.

In so providing, the Rancho Santiago Community College District hereby implements the provisions of California Government Code sections 11135 through 11139.5, the Sex Equity in Education Act (Ed. Code, §§ 66250 et seq.), Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. § 794d), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12100 et seq.) and the Age Discrimination Act (42 U.S.C. § 6101).

Retaliation

It is unlawful for anyone to retaliate against someone who files an unlawful discrimination complaint, who refers a matter for investigation or complaint, who participates in an investigation of a complaint, who represents or serves as an advocate for an alleged victim or alleged offender, or who otherwise furthers the principles of this unlawful discrimination policy.

Academic Freedom

The Rancho Santiago Community College District Governing Board reaffirms its commitment to academic freedom, but recognizes that academic freedom does not allow any form of unlawful discrimination. It is recognized that an essential function of education is a probing of opinions and an exploration of ideas that may cause some students discomfort. It is further recognized that academic freedom insures the faculty's right to teach and the student's right to learn. Finally, nothing in these policies and procedures shall be interpreted to prohibit bona fide academic requirements for a specific community college program, course or activity.

When investigating unlawful discrimination complaints containing issues of academic freedom the District will consult with a faculty member appointed by the appropriate Academic Senate with respect to contemporary practices and standards for course content and delivery.

Responsible District Officer

The District has identified the Executive Vice Chancellor of Human Resources and Educational Services to the State Chancellor's Office and to the public as the single District officer responsible for receiving all unlawful discrimination complaints filed pursuant to title 5, section 59328, and for coordinating their investigation. The actual investigation of complaints may be assigned to other staff or to outside persons or organizations under contract with the District. Such delegation procedures will be used whenever the officer designated to receive complaints is named in the complaint or is implicated by the allegations in the complaint.

Administrators, faculty members, other District employees, and students shall direct all complaints of unlawful discrimination to the responsible District officer. The appropriate forms and procedures for filing and investigating complaints of unlawful discrimination are contained in Administrative Regulation 4.1.19.

See Administrative Regulations:

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~~AR 4.1.19: Regulations for Reporting Complaints of Unlawful Discrimination and Sexual Harassment~~

Legal References:

~~Education Code, Section 66250, et seq.; 72010, et seq.
Title 5, California Code of Regulations, Section 59300, et seq.
Rehabilitation Act of 1973, Section 504
Title II, Americans with Disabilities Act of 1990
Title IX of the United States Civil Rights Act of 1964~~

20 U.S.C. § 1681 et seq.;
Ed. Code, §§ 66270, 66271.1, 66281.5;
Gov. Code, §§ 11135-11139.5;
Cal. Code Regs., tit. 5, §§ 59300 et seq.;
34 C.F.R. § 106.8(b).

Copyright and Patents—BP4120

Revised 03/11/96

~~The purpose of district-funded projects is not the production, publication, and distribution of instructional materials for profit. The Rancho Santiago Community College District does, however, reserve the right to patent or copyright materials produced under district funding. The copyrights or patents obtained by the District may be transferred to the individual(s) originally developing these materials, providing that:~~

- ~~1. The developer(s) request the district for the transfer of copyright or patent within four years from the completion of the project.~~
- ~~2. The district recovers the actual cost of the original development, either in one sum or through the receipt of 50% of the proceeds until actual cost is recovered.~~
- ~~3. The district retains the right of perpetual use of the materials in the original form at no additional cost to the district.~~

~~By fulfilling the above conditions, individuals(s) may also copyright or patent materials produced under district funding, but not copyrighted or patented by the district.~~

~~No employee shall use, or cause to be reproduced, copyright materials for the production of materials to be sold, without obtaining copyright permissions.~~

~~No employee shall separately enter into an agreement for the production of copyrighted materials without being authorized to obtain the necessary copyright permissions.~~

~~Legal Reference:~~

~~Education Code~~

~~32360. Copyrights; use of funds~~

~~32361. Copyrights; use of employee work time~~

~~72207. Authority to secure copyrights~~

~~78900. Inapplicability of article; royalties writing or preparing instructional materials; claim of district to loyalty~~

Acceptance of Outside Obligations - BP4126

~~Revised 03/27/95~~ **April 2009**

An employee wishing to accept responsibilities in organizations that might require absence from assigned duties with the district must first obtain approval of the Board of Trustees.

~~Each requested absence under this regulation must be passed on by the Board of Trustees.~~

Legal Reference:

Education code

87764 Academic Employees

88190. Classified Employees

~~88207. Personal necessity~~

Government Code 1126

Collective Bargaining Agreements

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## Salary Deductions - BP4127

~~Adopted 04/24/95~~ **Revised April 2009**

Employees may request that salary deductions be made for organization dues, participation in a deferred compensation program, premium contributions on board-approved insurance programs and other items authorized by law and district policy.

Legal Reference:

Education Code

87040. Deductions in salary payment as requested by employee

87833. Deductions for organization dues

87834. Deductions for organization service fees

~~88165. Time of payment of compensation~~

~~88166. Error in salary~~

88167. Authorized salary deductions; direct payment of service fees

Government Code 3543.1(d)

# Employee Evaluation - BP4128

Revised ~~04/24/95~~ **April 2009**

Rancho Santiago Community College District ~~personnel~~ employees who are represented by FARSCCD, CSEA, CEFA or CDCTA shall be evaluated in accordance with ~~policies and procedures and the terms and conditions of the appropriate~~ collective bargaining agreement. ~~s-developed and recommended to the Board of Trustees by the chancellor.~~ Management employees, including confidential employees, shall be evaluated in accordance with administrative regulations approved by the chancellor.

Legal Reference:

Education Code

87663 Probationary faculty

88013 Probationary classified employees

Title 5, 53130

Collective Bargaining Agreements

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Resignation - BP4129

Revised ~~04/24/95~~ **April 2009**

~~An employee shall submit resignation in writing. Such statement is to be directed to the Board of Trustees through the chancellor's office. The Board of Trustees authorizes the Chancellor to accept an employee's resignation on its behalf at any time and resignations shall be deemed accepted by the Board when accepted by the Chancellor, and release the employee from contract with the district. Such action shall be subject to ratification by the Board of Trustees at a subsequent meeting. The employee shall specify the effective date of such resignation and this date shall be approved unless the chancellor desires to accept the resignation sooner, but in no event shall the effective date be later than the last day of the current academic year.~~

Legal Reference:

Education Code

~~81655- Delegation of Powers~~

87730; 88201

Medical Examinations - BP4130

Revised ~~04/24/95~~ April 2009

Medical Examination; Tuberculosis Test

~~All employees upon initial employment shall present evidence of having submitted to examination (chest x ray, skin test, or other test designated as acceptable by the county health department), to determine that they are free of active tuberculosis prior to commencing service and every four (4) years thereafter or more often if directed by the Board of Trustees upon recommendation of the local health officer.~~

Examination for Communicable Disease/Tuberculosis

All newly hired academic employees shall have on file a medical certificate indicating freedom from communicable diseases, including tuberculosis. No academic employee shall commence service until such medical certificate has been provided to the District.

All newly hired employees must show that they have been examined within the past 60 days to determine that they are free from active tuberculosis.

Following initial employment, all employees shall be required to undergo an examination within every four years to determine if they are free from tuberculosis.

Employment of Retirant; Medical Certificate; Periodic Medical Examinations

Retirants employed by Rancho Santiago Community College District shall be required as a condition of employment to have a medical examination which will show that the retirant is free from any disabling disease unfitting him or her to instruct or associate with students.

Fitness for Duty Examinations

The Chancellor may require any employee to undergo a physical or mental examination where such a fitness for duty exam is job related and consistent with business necessity. Such medical examinations shall be at the District's expense and shall be conducted by a physician chosen by the District.

~~Diversity and Equal Employment Opportunity BP4131~~

~~Revised July 21, 2003~~

~~The Rancho Santiago Community College District recognizes that diversity in the academic environment fosters cultural awareness, mutual understanding and respect, and harmony and creativity, while providing suitable role models for all students. To this end, the district is committed to the concept and principles of staff diversity and equal opportunity in education and employment for all persons and by prohibiting discrimination on the basis of ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, or physical or mental disability as defined and otherwise prohibited by state and federal statutes, and includes sexual harassment. This commitment is applied to every aspect of education and personnel policies and practices in employment, development, advancement and treatment of employees, students, and the general public.~~

~~In order to effectively address and comply with federal and state mandates and guidelines on staff diversity and equal employment opportunity, Rancho Santiago Community College District believes all staff must be involved in and responsible for active promotion of campus diversity. The district is committed to providing a learning and work environment that is conducive to open discussion and free of intimidation, harassment, and unlawful discrimination.~~

~~The Rancho Santiago Community College District will continue vigorous efforts to ensure that the recruitment, screening, selection, hiring, and promotional processes are in accordance with principles of equal opportunity and staff diversity.~~

~~Legal Reference:~~

~~Education Section 87100, et seq~~

~~Title 5, Section 53000, et seq~~

Organizations Right of Access - BP4133

Adopted 04/24/95 Revised April 2009

In accordance with Government Code Section 3543.1(b), exclusive representative employee organizations shall have the right of access at reasonable times to areas where employees work, the right to use district bulletin boards, mailboxes, and other means of communication, and district facilities subject to administrative regulations established by the chancellor. A copy of materials to be distributed or posted shall be provided to the chancellor or designee one working day prior to distribution.

These employee organizations shall be permitted reasonable access to employees. Such access shall not interfere with the school district operations nor infringe upon hours of assigned duties of the employees.

These employee organizations shall pay for their own supplies. When college equipment is used for producing materials, the organization shall pay a reasonable fee for the use. The fee shall be established by the administration. District materials shall have priority over organizational materials where staff time is limited for the production of materials. Employee organizations shall not use district telephones for employee organizations purposes; no long distance or other telephone charges shall be charged to the district.

Legal reference:

Government Code 3543.1(b)

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## Solicitation of Political Contributions and Political Activities by Employees - BP4135

**Adopted 11/25/96 Revised April 2009**

All officers and employees of ~~the~~ Rancho Santiago Community College District shall abide by all State laws, Education and Government codes relating to political activities and the solicitation of political contributions.

~~Six months prior to every general election, the Board will seek college counsel to provide the latest legal status of laws and regulations relating to solicitation of political contributions and political activities by Board members, officers, and employees of the college. This status report will be distributed to all Board members and employees.~~

Employees shall not use District funds, services, **communication resources**, supplies or equipment to urge the passage or defeat of any ballot measure or candidate, including, but not limited to, any candidate for election to the governing board. This policy prohibits political activity during an employee's working hours, but shall not be construed to prohibit an employee from urging the support or defeat of a ballot measure or candidate during nonworking time.

Legal Reference:

Government Code ~~3205, 17556~~ 8314

Education Code ~~7045,~~ 7054, 7056

## ~~International Travel~~ BP4136

~~Adopted 03/17/97~~

~~The District recognizes its responsibility to serve the educational needs of the global community and the educational value of fostering an international perspective. In doing so, there may be occasions when trustees, faculty, and staff are required to travel to international destinations. It is understood that the same travel policies, procedures and regulations for local travel will apply to all international travel and that all travel conducted at District expense will be focussed solely on our educational mission.~~

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## Whistleblower Protection - BP 4140

**Adopted 07/24/2006 Revised April 2009**

The chancellor shall establish procedures regarding the reporting and investigation of suspected unlawful activities by district employees, and the protection from retaliation of those who make such reports in good faith and/or assist in the investigation of such reports. For the purposes of this policy and any implementing procedures, "unlawful activity" refers to any activity--intentional or negligent--that violates state or federal law, local ordinances, or district policy.

The procedures shall provide that individuals are encouraged to report suspected incidents of unlawful activities without fear of retaliation, that such reports are investigated thoroughly and promptly, remedies are applied for any unlawful practices and protections are provided to those employees who, in good faith, report these activities and/or assist the District in its investigation. The Chancellor will ensure that avenues for the anonymous reporting of suspected incidents are available to employees.

Furthermore, district employees shall not: (1) retaliate against an employee or applicant for employment who has made a protected disclosure, assisted in an investigation, or refused to obey an illegal order; or (2) directly or indirectly use or attempt to use the official authority or influence of his or her position for the purpose of interfering with the right of an applicant or an employee to make a protected disclosure to the District. The District will not tolerate retaliation, and will take whatever action may be needed to prevent and correct activities that violate this policy, including discipline of those who violate it up to and including termination.

Legal Reference:

California Labor Code section 1102.5, U.S. Government code section 53296, Private Attorney General Act of 2004 (Labor Code section 2698).

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## ~~Multiple Site Assignments~~ BP4203

FACULTY

~~Adopted 03/27/95~~

~~The district will attempt not to assign a contract faculty member to more than one instructional site during day hours of instruction. Faculty members will be consulted prior to such assignments being confirmed.~~

# Faculty Dismissal and/or Discharge - BP4206

Revised ~~04/24/95~~ April 2009

## Contract Employee

~~Contract I, II and III employees may be dismissed according to procedures defined in the collective bargaining agreement and Education Code.~~

~~Academic employees on regular status may be dismissed according to Education Code 87600-87612.~~

A contract or regular employee may be dismissed or penalized for one or more of the grounds set forth in Education Code section 87732. If the employee is to be penalized, the Board shall determine the nature of the penalties. If the Board decides to dismiss or penalize a contract or regular employee, it shall assure that each of the following has been satisfied:

- The employee has been evaluated in accordance with standards and procedures established in accordance with the provisions of Education Code Sections 87660 et seq., and any administrative procedure for evaluation contained in a collective bargaining agreement;
- The Board has received all statements of evaluation which considers the events for which dismissal or penalties may be imposed;
- The Board has received a recommendation from the Chancellor.
- The Board has considered the statements of evaluation and the recommendations in a lawful meeting.

If the Board decides it intends to dismiss or penalize a contract or regular employee, it shall take the actions required by the Education Code, and the Chancellor or designee shall thereafter assure that the employee is afforded the full post-termination due process required by the Education Code Sections 87666 through 87681, and 87740.

The Chancellor shall establish procedures that define the conditions and processes for dismissal, discipline, and due process and ensure they are available to employees.

## Legal Reference:

### Education Code

~~87600-87612. Employment of Community College Certificated Personnel~~

87669 Determination of Penalty

87732. Grounds for Dismissal of Permanent Employees

# Faculty Retirement (Workload Reduction) - BP4207

Adopted ~~04/24/95~~ Revised April 2009

With Board approval, an academic employee may elect to reduce their his/her workload from full-time to not less than half-time ~~or more duties~~ for a maximum of five years prior to retirement and continue to receive the same service credit in the State Teachers Retirement System as would have been received had the employee continued to work on a full-time basis. Administrative regulations shall be established to make this benefit available to academic employees of the district on an individual basis, as approved by the Board of Trustees.

Legal Reference:

Education Code

~~22724. Credit for Certain Part-Time Employees~~

22713. Part-time employment; reduction of workload from full-time

87483. Regulations: Reduction to Part-Time Employment Status

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~~Faculty Retirement~~ BP4208

Adopted ~~12/11/95~~

~~Rancho Santiago Community College District academic employees are subject to applicable laws and regulations regarding membership in State Teachers' Retirement System (STRS). Mandatory or voluntary membership in STRS shall be subject to the rules and regulations of the STRS and amendments thereto. There shall be no mandatory retirement age.~~

~~Legal Reference:~~

~~Education Code 22000 et seq.~~

~~California Code of Regulations Title V 20500 et seq.~~

Definition Classified Service - BP4301

Revised ~~03/27/95~~ April 2009

Persons employed in positions that are not academic positions shall be known as the Classified Service.

~~For purposes of clarification,~~ a permanent classified employee is one who has satisfactorily served and completed one year of probationary employment. A probationary employee is one who has been employed less than 12 months.

~~Substitute and short term employees employed and paid for less than seventy five percent of a school year shall not be a part of the Classified Service.~~

~~Full time day students employed part time, apprentices and professional experts employed on a temporary basis for a specific project, regardless of length of employment, shall not be part of the Classified Service.~~

The classified service does not include:

- Substitute and short-term employees who are employed and paid for less than 75 percent of the fiscal year.
- Part-time apprentices and professional experts employed on a temporary basis for a specific project, regardless of length of employment.
- Full time students employed part time, and part-time students employed part time in any college work-study program or in a work experience education program conducted by the District.

The Board shall fix and prescribe the duties of the members of the classified service.

Before a short-term employee is employed, the Board, at a regularly scheduled meeting, shall specify the service required to be performed and certify the ending date of the service. The Board may later act to shorten or extend the ending date, but shall not extend it beyond 75 percent of an academic year.

Legal Reference:

Collective Bargaining Agreement

Education Code

88003. Classified service in districts not incorporating the merit system

88004. Positions not specifically exempted

88009. Fixing of duties88013. Rules and regulations governing personnel management of classified service in districts not incorporating merit system; designation as permanent employee; disciplinary action

Classified Salary Payments - BP4302

Revised ~~03/27/95~~ April 2009

All contract employees shall be paid on the 10th and 25th of the month, unless the day falls on a holiday or weekend. If this should occur, the employee shall be paid on the last working day before the 10th or the 25th.

Payment on the 25th of the month is an Earned Salary Advance (ESA) for the current month. The ESA is computed at ~~34%~~ 50% of the regular monthly take home salary, and rounded to the nearest whole dollar. The Earned Salary Advance (ESA) ~~shall~~ will be recomputed ~~each time~~ upon request of the employees ~~whenever the employee~~ receives a salary change. In the event the employee has a garnishment/levy the Earned Salary Advance may be changed.

All classified employees, and other persons employed in positions which provide for a fixed monthly salary, shall be paid their full monthly salary subject to any adjustment that may be necessary.

Absences of all regular employees will be reported on payroll absence cards, which will report the number of hours absent due to illness or injury, personal absence, vacation, bereavement, excused absence, and any other absence.

All substitutes, temporary, or on-going hourly, will be paid by payroll time sheets for the actual services performed during the payroll period beginning the 11th day of the previous month through the 10th of the current month. Payment is to be made on the 10th day of the following month.

Overtime earnings for services performed during any payroll period will be paid in addition to the regular earnings, provided full approval of such overtime has been received by the Payroll Department in time for such inclusion.

Legal Reference:

Collective Bargaining Agreement

Education Code

85244. Time of payment of wages of full-time non-certificated employees

85260. Alternate payroll procedure

88165. Time of payment of compensation

~~Classified Retirement System — BP4303~~

~~Revised 08/26/96~~

~~Rancho Santiago Community College District classified employees (administrative and non-administrative) are subject to applicable laws and regulations regarding membership in the Public Employees' Retirement Systems (PERS).~~

~~Membership in PERS shall be subject to the rules and regulations of PERS and amendments thereto.~~

~~All hourly employees who work 1000 hours or more in one fiscal year shall become members of the Public Employees' Retirement System in accordance with law.~~

~~Legal Reference:~~

~~Government Code~~

~~20334 PERS Membership~~

~~20336 PERS Membership~~

Management Medical/Dental Insurance Benefits - BP4402

Revised ~~August 29, 2005~~ April 2009

Eligibility

All management employees (including cabinet-level employees) who have an assignment of 50% or more are eligible for district-paid Group Medical/Dental benefits. The district's contribution in each succeeding year will be the district's cost for medical/dental benefits during the immediate preceding year plus an amount not to exceed 10%.

Health Insurance

The district will provide management employees with a cafeteria health insurance program. Each employee will receive a cash allocation based upon the medical insurance option selected. The allocation for employees working under a contract of 50% to 79% will be pro-rated. The employee can assign this allocation or any part of it toward additional insurance coverage (dental, vision) or may receive it as cash.

Life Insurance

Active employees will receive life insurance benefits in the amount of the employee's annual salary or \$50,000, whichever is greater.

Retired Staff

Retired management employees shall receive district-paid medical/dental benefits based upon the following eligibility criteria:

~~For employees Managers whose first paid date of contract full-time service is was prior to May 31, 1986, who subsequently qualify for the foregoing fifteen (15) year retiree service benefit, the district will pay its portion of the insurance premium shall receive the same district-paid medical insurance coverage as is provided to active management employees for life.~~

~~For employees Managers whose first paid date of contract full-time service is was on or after May 31, 1986, and who serve as a manager for at least subsequently qualify for the foregoing fifteen (15) years retiree service benefit, the District will pay its portion of the insurance premium shall receive the same district-paid medical insurance coverage as is provided to active management employees until the retiree reaches age 70, after which such retirees may continue coverage at their own expense.~~

Managers employed under individual administrative contracts retiring on or after July 1, 1975, with less than fifteen (15) but with five (5) or more years of service to the district may participate in medical/dental benefits by paying their own premiums.

Surviving dependent spousal benefits will continue at district expense for administrators hired prior to July 1, 1989, and for supervisory/confidential employees hired prior to April 11, 2005. Surviving dependent spouses of those employees hired on or after these respective dates (and having five or more years of service with the district) may continue surviving dependent spousal benefits at their own expense.

Bereavement Leave Management - BP4404

Revised ~~08/29/2005~~ **April 2009**

Management employees shall be granted, without loss of salary or other benefits, five days leave of absence due to the death of the employee's spouse, parent or child.

Upon the death of a member of the employee's immediate family (other than a parent, spouse or child), bereavement leave shall be granted as follows:

- Up to three working days if required travel is less than 200 land miles one way from the district:
- Up to five working days if required travel equals or exceeds two hundred land miles one way from the district.

~~Employees may be granted, without loss of salary or other benefits, leave of absence not to exceed three regularly assigned working days or five regularly assigned working days if required travel equals or exceeds two hundred land miles one way from the District upon the death of any member of the employee's immediate family except as noted above.~~

Requests for additional bereavement leave days may be approved by the chancellor.

"Member of the immediate family," as used herein, means blood, step and foster relations limited to the parent, grandparent, grandchild, spouse, child, sibling, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, of the employee or his/her spouse or any person living in the employee's household excluding strictly landlord/tenant relationships. Exceptions may be approved by the chancellor.

Legal Reference:

Education Code

87788. Leave of Absence due to death in immediate family
88194. Bereavement leave of absence

~~Duties Management Interns BP4416~~

Revised ~~08/29/2005~~

~~It shall be the policy of the Rancho Santiago Community College District for all management interns to serve as managers and assume appropriate designated functions and responsibilities.~~

Administrative Leave - BP4419

Adopted ~~08/29/2005~~ Revised April 2009

The Board of Trustees may grant any academic or classified administrator, who has served the Rancho Santiago Community College District as an administrator for five consecutive years, an administrative leave for two consecutive months. The leave is at full pay. A basic consideration in the approval of administrative leave will be the consideration of a plan which will include: (1) the proposal presented to the review committee which will demonstrate how a two-month leave will benefit students and the district, and (2) the reassignment of duties to other administrators while on leave.

At the expiration of the administrative leave, the administrator shall be required to render service to the district for a minimum of one year. If the administrator fails to render service for the required minimum of one year, he/she shall make financial restitution in whole or in part to the district within 10 months. In no event shall the administrator be assessed more than the amount of pay received during the administrative leave.

The chancellor shall make recommendations to the Board of Trustees regarding granting administrative leaves following a review of proposals by the Leave Committee which is chaired by the Chancellor. The Leave Committee shall consist of members of the Cabinet the Academic Senate and Classified Senate Union presidents and the requesting administrator's immediate supervisor.

The administrator may be asked to make a presentation to the Board of Trustees upon completion of the leave. In addition to the administrator's report, the Administrative Leave Committee shall make an evaluation report to the Board of Trustees.

The chancellor is directed to develop a procedure to implement this policy.

Legal Reference:

~~Administrative Handbook~~

~~Supervisory/Confidential Handbook~~

Retirement Administrative—BP4420

~~Adopted 12/11/95~~

~~Revised 08/29/2005~~

~~Rancho Santiago Community College District academic employees are subject to applicable laws and regulations regarding membership in State Teachers' Retirement System (STRS). Mandatory or voluntary membership in STRS shall be subject to the rules and regulations of the STRS and amendments thereto. There shall be no mandatory retirement age.~~

Legal Reference:

~~Education Code 22000 et seq~~

~~California Code of Regulations Title V 20500 et seq~~

~~Salary Payments Administrative — BP4503~~

~~Adopted 03/27/95~~

~~Revised April 2009~~

~~All full-time academic personnel employed on other than a twelve-month basis shall be given the option of being paid in twelve monthly payments or being paid in monthly payments corresponding to the number of months for which they are employed.~~

~~Educational Management Employee Retroactive Pay Administrative - BP4519 4422~~

~~Revised 03/27/95 April 2009~~

~~Only current educational management employees, retirees, former employees who have retired with a permanent disability or were former employees who were terminated or laid off due to district financial constraints shall be eligible for retroactive pay which result in a salary increase.~~

~~To be eligible, employees or former employees identified in paragraph 1 must have been employed during the period covered by the retroactive pay increase. Former employees need not be in an active status when the increase(s) is/are actually approved and implemented; however, pay increases will be made on a prorated basis. Increases covered by this policy include retroactive pay increases (current fiscal year) and lump sum payments (one-time adjustments).~~

Administrative Retreat Rights Administrative - BP4520 4423

Adopted 03/27/95 Revised April 2009

In order to properly balance the rights of students, administrators, and faculty, and in accordance with Education Code Section 87458, the Rancho Santiago Community College District adopts the following Administrator Retreat Rights Policy.

This policy does not apply to ~~certificated~~ academic administrators hired before ~~the effective date for these sections of Assembly Bill 1725 (June 30, 1990)~~. A tenured employee, when assigned from a faculty position to an administrative position, retains his or her status and continues to accumulate seniority as a tenured faculty member. The assignment of such an administrator to a faculty position shall be done in accordance with Section II below. Administrators hired after ~~the effective date~~ June 30, 1990 can acquire the right to become first-year probationary faculty members as provided by Education Code Section 87458 and in accordance with this policy.

I. An administrator hired after June 30, 1990, and who did not have faculty tenure in this district at the time of hire, may be reassigned to a first-year probationary faculty position provided that he or she meets all of the following:

A. Holds an administrative position that is not part of the classified service. For every administrative job title, the records of the district shall show whether or not it is part of the classified service.

B. Has served in this district a total of at least two years as one or more of the following: a faculty member or ~~instructional or student services~~ academic administrator. This service has not been documented as unsatisfactory.

C. ~~Is being dismissed due to the elimination of the current position as part of the administrative reorganization or as part of a reduction in force among administrators, that is, voluntarily requesting reassignment to faculty status~~ for reasons other than for cause. In no case shall ~~this~~ the district reassign an administrator to a faculty position if evidence exists that justifies dismissal for cause.

~~D. Has voluntarily requested a reassignment to faculty status within the district.~~

II. To determine the disciplines to which an administrator shall be assigned, the following shall apply:

A. The administrator can be assigned only to a discipline in which he or she has at least the minimum qualifications, or ~~equivalencies~~ equivalency ~~as specified by the Education Code and Title 5.~~ Before the board makes a determination of equivalency, the appropriate academic senate shall certify (through its equivalency process ~~the Equivalencies Committee~~) ~~to the Governing Board for which discipline(s) that~~ the administrator possesses equivalent qualifications to meet the appropriate minimum qualifications ~~for and shall recommend~~ the discipline(s) to which the administrator may be assigned. A written record of the Board's decision, including the views of the Academic Senate, shall be available for review pursuant to Education Code Section 87358.

B. Whenever possible, the administrator shall be assigned to a discipline in which he or she has not only the minimum qualification but also where all the following apply:

1. There are sufficient noncontract assignments in the discipline or service to make a full-time assignment for an additional faculty member.

2. The administrator has an interest as indicated by a statement of the administrator's own preference for assignment.

Legal Reference:

Education Code 87458

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## Claims and Actions Against the District - BP4602

**Adopted 07/17/95 Revised April 2009**

Any and all claims for money or damages against the Rancho Santiago Community College District ~~must be presented, and acted upon, in accordance with the district procedures set forth in Government Code, which are not governed by any other statutes or regulations expressly relating thereto, shall be presented and acted upon in accordance with Title I, Division 3.6, Part 3, Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of the California Government Code.~~

Claims must be presented according to this policy and related procedures as a prerequisite to filing suit against the District.

Claims that are subject to the requirements of this policy include, but are not limited to, the following:

- Claims by public entities: claims by the state or by a state department or agency or by another public entity.
- Claims for fees, wages and allowances: claims for fees, salaries or wages, mileage, or other expenses and allowances.

The designated place[s] for service of claims, lawsuits or other types of legal process upon the District is:

Rancho Santiago Community College District  
Risk Management Department  
2323 N. Broadway, Suite 225  
Santa Ana, CA 92706

~~Compliance with these procedures is a prerequisite to any court action, unless the claim is governed by statutes or regulations which expressly free the claimant from the obligation to comply with this policy and the claims procedures set forth in Government Code 900 et seq.~~

Legal Reference:

Government Code 900 et seq.; 910

Education Code 72505

935.4

# District Property & Liability Protection - BP4603

**Adopted 07/17/95 Revised April 2009**

The Rancho Santiago Community College District Board of Trustees directs the chancellor to develop and review procedures, every two years or more often if necessary, that insure the safety of students, employees, and the public while on or in district property.

The district shall provide for insurance coverage for the following perils, either through the purchase of insurance, self-insurance, or participation in a joint powers authority pursuant to Education Code Section 81603. If the district elects to participate in a joint powers authority, the regulations required by that authority shall be followed.

- Liability insurance for damages for death, injury to person, or damage or loss of property
- Liability insurance for the personal liability of the members of the Board of Trustees and other officers and employees of the District for damages for death, injury to a person, or damage or loss of property caused by the negligent act or omission of the member, officer, or employee when acting within the scope of his or her employment
- Loss or damage to real property including district vehicles
- Losses resulting from crime
- Workers compensation insurance
- Loss or damage from "other perils"

Legal Reference:

Education Code 70902; 75202; 72506 and 81601 et seq.

~~~~~

Bonding of Personnel - BP4604

Revised 07/17/95 April 2009

All district employees who handle funds shall be covered for \$500,000 under a blanket fidelity bond purchased by the Governing Board or in lieu of a bond, by insurance of no less than \$500,000 per occurrence.

Legal Reference:

California Education Code 72507 Insurance in lieu of indemnity bonds

84041. Requirement for Employees' Indemnity Bonds

Open Enrollment - BP5009

Adopted 06/08/81 Revised April 2009

It is the policy of this district that every class offered, unless specifically exempted by statute, in the official catalog or class schedule for which ~~average daily attendance~~ an FTES (full time equivalency) is to be reported for state aid shall be fully open to enrollment by any person who meets the academic prerequisites of such class, and who is otherwise eligible for admission to the college.

Students will not be required to participate in any preregistration activities not uniformly required; nor shall college or district allow anyone to place or enforce non-academic requisites as barriers to enrollment or the successful completion of a class.

Legal Reference:

~~Title 5, Administrative Code TS-51820~~ Education Code - Section 76001; Title 5 - 51006-08

~~~~~

## Military Withdrawals - BP5121

**Adopted 11/14/01 Revised April 2009**

Withdrawals due to military orders will not have adverse consequences. Admissions will use the following procedures:

1. "MW" grade for compelled military withdrawal with annotated comment on transcript. (Military Withdrawal)
2. Refund of enrollment, parking, and health fees.
3. "MW" grade would not count in the progress probation calculation.
4. Priority registration granted the first semester upon return.

### **Legal Reference:**

Education Code 70901-02; Title 5 55024

## Withholding of Student Records – BP 5555

**Proposed April 2009**

**Students or former students who have been provided with written notice that they have failed to pay a proper financial obligation shall have grades, transcripts, diplomas, and registration privileges withheld.**

**Legal Reference:**

**Title 5, Section 59410**

## Credit/No Credit Courses Grading and Academic Record Symbols - BP 6120

**Adopted 03/28/77 Revised April 2009**

~~Courses may be offered on a credit/no credit basis in accordance with the provisions published in the college catalog.~~

Courses shall be graded using the grading system established by Title 5.

The grading system shall be published in the college catalog(s) and made available to students.

### **Legal Reference:**

Title 5, Section 55022, 55023

~~~~~

Credit by Examination - BP6121

Adopted 03/28/77 Revised April 2009

~~Unit credit may be awarded by examination according to the provisions of prevailing law and approved procedures published in the college catalog.~~

Credit may be earned by students who satisfactorily pass authorized examinations. The President or his/her designee shall establish administrative procedures to implement this policy.

Legal Reference:

~~Title 5 Section 55753, Title 5 Section 55050~~

~~~~~

## Committee Structure - BP9009

**Revised 2/5/07 April 2009**

Annually, the president of the Board shall appoint members to the Standing committees. Standing and ad hoc committees may be limited and/or created as deemed necessary by a majority of the Board. Committee members shall serve until they have completed their assignments. The Board president shall appoint the chairs on any Standing or ad hoc committees established by the Board of Trustees.

The Executive Committee of the Board is comprised of the President, Vice President, and Clerk of the Board. The Chancellor serves as staff to all Board of Trustee committees.

The chair of any Standing or ad hoc committee will be in charge of scheduling and/or canceling any committee meeting. If the Chancellor can not attend a meeting he/she ~~may~~ shall either send a representative to the committee meeting or reschedule the meeting with the committee chair to a mutually agreeable time.

# Quorum and Voting - BP9016

**Adopted 08/1/77 Revised April 2009**

A majority of the members of the Board shall constitute a quorum for the transaction of business. Four votes shall be necessary to determine the outcome of any issue. Less than a quorum may adjourn any meeting to a future date.

Two members of the Board shall constitute a quorum for any meeting of a standing or ad hoc committee of the Board.

The Board shall act by majority vote of all the membership of the Board, except as noted below.

No action shall be taken by secret ballot.

The following actions require a two-thirds majority of all members of the Board:

- Resolution to pursue the authorization and issuance of bonds by a 55% vote of the electorate;
- Resolution of intention to sell or lease real property (except where an unanimous vote is required);
- Resolution of intention to dedicate or convey an easement;
- Resolution authorizing and directing the execution and delivery of a deed;
- Action to declare the District exempt from approval requirements of a planning commission or other local land use body;
- Appropriation of funds for an undistributed reserve;
- Resolution to condemn real property.

The following actions require a unanimous vote of all the members of the Board:

- Resolution authorizing a sale or lease of District real property to the state, any county, city or to any other school or community college district;
- Resolution authorizing lease of District property under a lease for the production of gas.

## **Legal Reference:**

Education Code Sections 72000(d)(3, 81310 et seq., 81365, 81511, 81432

Government Code Section 53094

Code of Civil Procedure Section 1245.240

## Meetings - Special - BP9020

**Adopted 08/1/77 Revised April 2009**

~~Special meetings of the Board shall be held at the call of the president or upon written request of three members of the Board.~~

Special meetings may be called by the President of the Board or by a majority of the members of the Board. Notice of such meetings shall be posted at least 24 hours before the time of the meeting, and shall be noticed in accordance with the Brown Act. No business other than that included in the notice may be transacted or discussed.

Emergency meeting may be called by the President of the Board when prompt action is needed because of actual or threatened disruption of public facilities under such circumstances as are permitted by the Brown Act, including work stoppage, crippling disasters, and other activity that severely impairs public health or safety.

No closed session shall be conducted during an emergency meeting, except as provided for in the Brown Act to discuss a dire emergency.

The Chancellor shall be responsible to ensure that notice of such meetings is provided to the local news media as required by law.

### **Legal References:**

Government Code Sections 54956, 54956.5, 54957; Education Code Section 72129

# Board of Trustees Political Activities and Solicitation of Political Contributions - BP9027

**Adopted 11/25/96 Revised April 2009**

The Board of Trustees of ~~the~~ Rancho Santiago Community College District shall abide by all State laws, Education and Government codes relating to political activities and solicitation of political contributions.

Six months prior to every general election, the Board will seek college counsel to provide the latest legal status of laws and regulations relating to solicitation of political contributions and political activities by Board members, officers, and employees of the college. This status report will be distributed to all Board members and employees groups.

Members of the Board shall not use District funds, services, communication resources, supplies, or equipment to urge the passage or defeat of any ballot measure or candidate, including, but not limited to, any candidate for election to the governing board.

Initiative or referendum measures may be drafted on an area of legitimate interest to the district. The Board may by resolution express the Board's position on ballot measures. Public resources may be used only for informational efforts regarding ballot measures.

## **Legal Reference:**

Government Codes 3205, 8314

Education Codes 7054, 7056

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

|                                                |                      |
|------------------------------------------------|----------------------|
| To: Board of Trustees                          | Date: April 13, 2009 |
| Re: BP9022 – Board of Trustees Self-Evaluation |                      |
| Action: Request for Approval                   |                      |

**BACKGROUND**

In response to an accreditation recommendation for both colleges, a revised policy on Evaluation of the Trustees was developed by a task force comprised of the Chancellor, the College Presidents, the Academic Senate Presidents and college leaders responsible for each college's self-study. That revised policy was presented to the Board of Trustees on March 9, 2009 but was deferred to the March 23, 2009 meeting. At the March 23, 2009 meeting an alternative policy was adopted by the Board for first reading and was referred to the Board Policy Committee.

**ANALYSIS**

The Board Policy Committee met on March 30, 2009 and is recommending that the Board of Trustees conduct further review and discussion on the policy at this meeting and consider today's meeting a first reading of the policy.

**RECOMMENDATION**

This policy is presented for first reading as an information item.

|                                                       |                            |
|-------------------------------------------------------|----------------------------|
| Fiscal Impact: None                                   | Board Date: April 13, 2009 |
| Prepared by: Dr. Edward Hernandez, Jr., Chancellor    |                            |
| Submitted by: Dr. Edward Hernandez, Jr., Chancellor   |                            |
| Recommended by: Dr. Edward Hernandez, Jr., Chancellor |                            |

## **Board of Trustees Self-Evaluation – BP9022**

**DRAFT**

The Board is committee to assessing its own performance as a board in order to identify its strengths and areas in which it may improve its functioning.

Effective and efficient governing board operations are an integral part of policy making, maintaining proper managerial oversight of college operations and creating successful educational programs that produce student success.

In order to evaluate progress toward its stated goals, the Board will annually schedule a time and place that shall occur after the first Board meeting in November at which all of its members will participate in a formal self-evaluation

The Board will evaluate itself as a whole and not as individual Board members. The evaluation will focus on the internal board operations and performance. The Board shall develop goals for this self-evaluation and will use those goals in the self-evaluation instrument the Board will develop. The self-evaluation process shall include strategies for improving Board performance.

To that end, the Board of Trustees has established the following:

a) No later than a week before the second Board meeting in September, the Board Policy Committee, working with the Chancellor, shall recommend to the full Board of Trustees a self-evaluation instrument for the Board to adopt. The evaluation instrument will incorporate criteria contained in these Board policies regarding Board operations, criteria defining Board effectiveness promulgated by recognized practitioners in the field, and any other criteria that the Board determines would enhance the goal of identifying the Board's strengths and areas in which it may improve its functioning.

b) All Board members will be asked to complete the evaluation instrument and submit them to the Board President or the Board President's designee prior to the self-evaluation meeting. The Board President or the Board President's designee will provide a summary of the results to be presented at the Board's annual self-evaluation meeting. The results shall be maintained in the District Office.

c) The Board annual self-evaluation meeting shall occur in November at a time and place agreed upon by the Board. At the meeting the Board will discuss the tabulated results as a group and report its outcome and the results will be made available to the public.

d) At the Board annual self-evaluation meeting, individuals may provide the Board their assessment of the Board's performance using the goals the Board has developed. Those faculty, students, staff, administrators and members of the public who regularly attend Board meetings shall be provided access to the self-assessment instrument upon request to assist them in providing their assessment of Board performance.

Item 6.2  
From John Hanna  
@ Bd mtg

## **Board of Trustees Self-Evaluation– BP 9022**

Revised 04/27/2009

**Effective and efficient governing board operations are an integral part of sound policy making and broad oversight that lead to successful student learning outcomes.**

**The Board is committed to assessing its own performance as a board in order to identify its strengths and areas in which it may improve its functioning in carrying out its responsibilities to the citizens of the Rancho Santiago Community College District.**

**For its self-evaluation the board shall be evaluated as a whole and not as individuals. The evaluation will focus on the internal board operations and performance. Board members shall develop goals which will be used in the self-evaluation process. A self-evaluation instrument will be based on these goals and not goals set for the district. The self-evaluation process shall include the establishment of strategies for improving board performance. Policies and goals will be reviewed and updated for the following year's self-evaluation. The student trustee will participate in the self-evaluation process.**

**No later than the end of September of every year the Board Policy Committee shall recommend to the full Board a self-evaluation instrument and process to be used in board self-evaluation. Any self-evaluation instrument shall incorporate criteria contained in these board policies regarding board operations, criteria defining board effectiveness as defined by recognized practitioners in the field and any other criteria the Board determines would enhance the goal of identifying the Board's strengths and areas in which it might improve its functioning.**

**The Board is committed to having an annual self-evaluation meeting no later than November. All trustees will attend this meeting which will be open to the public, and District students, employees and residents will be encouraged to attend and provide input to the board at the meeting.**

**Board members will be given the self-evaluation instrument prior to the annual self-evaluation meeting but shall not complete the self-evaluation instrument until after the meeting. The completed and signed instrument shall be submitted to the Board President or his/her designee. The results will be tabulated and discussed at the next Board meeting. The results will be widely communicated and maintained in the District Office. The results will be used to identify accomplishments in the past year and goals for the following year that will be reviewed and updated annually.**

**Some District students, employees and residents will, because of their position or regular attendance at Board meetings, have some familiarity with internal Board operations and**

performance so as to provide meaningful input to the Board in their self-evaluation process. Therefore, prior to the Board's self-evaluation meeting the self-evaluation instrument shall be made available to the Associated Student Presidents, Presidents of the Academic Senates, the College Presidents, the Chancellor, Vice-Chancellors, representatives from the District's employee unions, and community members who serve on District Bond Oversight Committees or Foundations. The Board may add to the this list Any input from these individuals shall be given at the self-evaluation meeting. In addition, any student, community member or employee shall be entitled to provide input to the Board at the Board's self-evaluation meeting.

**BOARD OF TRUSTEES ANNUAL EVALUATION OF DISTRICT GOALS -BP 9022.5**

The Board recognizes that it can better perform its policy making and broad oversight roles if it annually reviews the districts goals in addition to its own internal board operation and performance goals. Therefore, separate from the annual self-evaluation meeting, the Board President, with the assistance of the Chancellor or third party will develop a survey instrument to members of the District Citizens Advisory Committee, District Bond Oversight Committee, local Chambers of Commerce and trade unions, community organizations, College and District Foundations, federal, state, county and local elected officials who represent parts of the District, city and school district managers and superintendents and others whom the Board may feel can provide important feedback to the Board. . In addition, all District employees and students will be encouraged to respond to this survey instrument. The Board President shall work with the Chancellor or third party to ensure the information from the survey instrument is collected.

The Board will then schedule an annual meeting at a time to maximize coordination with the planning process of the District Administration and the colleges, to discuss district goals and use the results of the survey and any information received at the annual meeting to assist the Board in assessing the areas where the District goals have been met or exceeded and those areas where improvement was needed. District goals and policies will be updated or revised as a result of the information obtained in this process. Any student, employee or resident of the District shall also have the opportunity to attend this public meeting to provide input to the Board The results of the survey will be widely distributed and will be maintained at the District Office..

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## Garcia Amendments

**Second paragraph:** Effective and sufficient governing board operations are an integral part of policy making and creating a successful educational program.

**Third paragraph:** In order to evaluate progress toward its stated goals, the board will annually schedule a time and place at which all of its members will participate in a formal self-evaluation.

**Fourth paragraph:** The Board will evaluate itself as a whole and not as individual Board members. The evaluation will focus on the internal board operations and performance. The Board shall develop goals for this self-evaluation and will use those goals in the self-evaluation instrument. The self-evaluation process shall include strategies for improving Board performance. Revised priorities and new goals will be set for the following year's evaluation.

b) The eight member Board, including the Student Trustee will be asked to complete the evaluation and submit them to the Board Secretary (Chancellor). In addition the Board will seek staff, faculty, student, and community input through a representative sampling of each group. These representative groups include but are not limited to: associated student government presidents, academic senate presidents, college foundations, and employee associations. The respondents who provide input will not be identified and will participate at his/her option.

c) The Board Secretary (Chancellor) will compile the evaluation results. The results will be compiled into one Board Self-Evaluation Master Copy by listing the distribution of responses given for each question and providing a list of all comments. The Board Self-Evaluation Master Copy will be included on the Agenda for review and widely communicated. The Board will discuss the tabulated results as a group and report its outcome at the Board's annual self-evaluation meeting (a public meeting).

d) The purpose of the Board Self-Evaluation is to identify areas of Board functioning that are working well and those that may need improvement. Following the evaluation, the resulting discussion will enhance communication and understanding among members and lead to a stronger, more cohesive working group. At the end of the evaluation discussion, Board members will have:

- o identified areas for improvement, stated goals and criteria for future evaluations
- o an understating of what they expect from themselves and each other to be an effective Board, and
- o a summary of accomplishments and characteristics of which they can be proud

e) Calendar for evaluation process:

-May- Approve the self-evaluation instrument.

-June- Distribute evaluation instrument to Board members and make available to participants.

-July- Compile, distribute evaluation data, review, and discuss evaluation data at the Board self-evaluation meeting (a public meeting).

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

(Chancellor's Office)

|         |                                                                                  |                      |
|---------|----------------------------------------------------------------------------------|----------------------|
| To      | Board of Trustees                                                                | Date: April 13, 2009 |
| Re:     | Approval of Disposing of Audio Tape Recordings of Public Meetings after 180 Days |                      |
| Action: | Request for Action                                                               |                      |

**BACKGROUND**

Staff currently keeps audio tapes of public board meetings indefinitely.

**ANALYSIS**

As part of the information the board received regarding the Brown Act from the board's attorney, it was indicated that there was no legal requirement to keep the audio tapes indefinitely. It was suggested that other districts maintain tapes for much shorter periods of time. Staff contacted Contra Costa CCD board secretary who had conducted a survey of California community college districts on the procedures used in maintaining audio tapes. The information received was that most districts said they kept tapes for 30 days and then tossed them after the new board meeting was completed. The board president requested the chancellor place this item on the board agenda.

**RECOMMENDATION**

It is recommended by Dr. Chapel and Dr. Hernandez to dispose of the audio tape recordings of public board meetings after 180 days.

|                 |                                                                                   |                            |
|-----------------|-----------------------------------------------------------------------------------|----------------------------|
| Fiscal Impact:  | None                                                                              | Board Date: April 13, 2009 |
| Prepared by:    | Anita Lucarelli, Executive Assistant to the Board of Trustees                     |                            |
| Submitted by:   | Dr. Edward Hernandez, Jr., Chancellor                                             |                            |
| Recommended by: | R. David Chapel, Ed.D., Board President and Dr. Edward Hernandez, Jr., Chancellor |                            |