

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)
Board of Trustees (Regular meeting)
Monday, July 15, 2019
2323 North Broadway, #107
Santa Ana, CA 92706

District Mission

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

Santa Ana College inspires, transforms, and empowers a diverse community of learners.

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

Americans with Disabilities Acts (ADA)

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

A G E N D A

1.0 PROCEDURAL MATTERS 4:30 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Approval of Additions or Corrections to Agenda Action

1.4 Recognition of Guzman Family

1.5 Public Comment

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

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

1.6 Approval of Minutes - Regular meeting of June 17, 2019 Action
- Special meeting of June 25, 2019

1.7 Approval of Consent Calendar Action

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

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

- 1.8 Informational Presentation on Bond Measure Feasibility Study by True North Research
- 1.9 Public Hearing – Rancho Santiago Community College District Initial Bargaining Proposal to California School Employees Association Chapter 579

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

- 2.1 Report from the Chancellor
- 2.2 Reports from College Presidents
 - Enrollment
 - Guided Pathways
 - Upcoming Events
- 2.3 Report from Student Trustee
- 2.4 Reports from Student Presidents
 - Student activities
- 2.5 Report from Classified Representative
- 2.6 Reports from Academic Senate Presidents
 - Senate meetings
- 2.7 Reports from Board Committee Chairpersons and Representatives of the Board
 - Board Facilities Committee

3.0 INSTRUCTION

- *3.1 Approval of Educational Affiliation Agreement Renewal with TheraGen, LLC Action

The administration recommends approval of the educational affiliation agreement renewal with TheraGen, LLC, located in Santa Ana, California, as presented.
- *3.2 Approval of Educational Affiliation Agreement Renewal with California Hand Therapy Action

The administration recommends approval of the educational affiliation agreement renewal with California Hand Therapy located in Newport Beach, California, as presented.
- *3.3 Approval of Service Agreement Renewal between Rancho Santiago Community College District on behalf of Santa Ana College (SAC) and Santiago Canyon College (SCC) with Quick Caption Action

The administration recommends approval of the service agreement renewal between RSCCD on behalf of SAC and SCC with Quick Caption, as presented.

*Item is included on the Consent Calendar, Item 1.7.

- *3.4 Approval of Associated Health Education Affiliation Agreement between Department of Veterans Affairs (VA) and an Educational Program Action
The administration recommends approval of the associated health education affiliation agreement between the VA and an educational program located in Long Beach, California, as presented.
- *3.5 Approval of Professional Services Agreement with LeeAnn Stone Action
The administration recommends approval of the professional services agreement with LeeAnn Stone located in Santa Ana, California, as presented.
- *3.6 Approval of ExamSoft Worldwide Incorporated Master Services Agreement with ExamSoft Worldwide, Inc. Action
The administration recommends approval of the ExamSoft Worldwide Incorporated master services agreement with ExamSoft Worldwide, Inc. based in Dallas, Texas, as presented.
- *3.7 Approval of Professional Services Agreement between PGINET Consulting Action
The administration recommends approval of the professional services agreement with PGINET Consulting located in Fullerton, California as presented.
- *3.8 Approval of Media Buying Services Proposal for Santa Ana College with Twenty Fifth Hour Communications, Inc. Action
The administration recommends approval of the Media Buying Services Proposal for SAC with Twenty Fifth Hour Communications, Inc. as presented.
- *3.9 Approval of Professional Services Agreement between Twenty Fifth Hour Communications, Inc. and Rancho Santiago Community College District on behalf of Santiago Canyon College Action
The administration recommends approval of the professional services agreement between Twenty Fifth Hour Communications, Inc. and RSCCD on behalf of SCC for digital advertising services.
- *3.10 Approval of Santa Ana College Community Services Program, Fall 2019 Action
The administration recommends approval of the SAC Community Services Program for Fall 2019.
- *3.11 Approval of Santiago Canyon College Community Services Program, Fall 2019 Action
The administration recommends approval of the SCC Community Services Program for Fall 2019.

- *3.12 Approval of Amendment to Clinical Affiliation Agreement for Athletic Training with California State University, Fullerton (CSUF) Action
The administration recommends approval of the amendment to the clinical affiliation agreement for athletic training with CSUF.
- *3.13 Approval of Amendment to Interact Communications, Inc. Career Education Website Agreement Action
The administration recommends approval of the amendment to Interact Communications, Inc. career education website agreement.
- *3.14 Approval of Professional Services Agreement between North Irvine Water Polo Club and RSCCD on behalf of Santiago Canyon College and Santa Ana College Community Services Programs Action
The administration recommends approval of the professional services agreement between North Irvine Water Polo Club and RSCCD on behalf of SCC and SAC Community Services Programs.
- *3.15 Approval of Professional Services Agreement between Mina Wholesale Flowers and RSCCD on behalf of Santiago Canyon College and Santa Ana College Community Services Programs Action
The administration recommends approval of the professional services agreement between Mina Wholesale Flowers and RSCCD on behalf of SCC and SAC Community Services Programs.
- *3.16 Approval of Professional Services Agreement between Notary Public Seminars, Inc. and RSCCD on behalf of Santiago Canyon College and Santa Ana College Community Services Programs Action
The administration recommends approval of the professional services agreement between Notary Public Seminars, Inc. and RSCCD on behalf of SCC and SAC Community Services Programs.
- *3.17 Approval of Professional Services Agreement between KGP Medical Billing and RSCCD on behalf of Santiago Canyon College and Santa Ana College Community Services Programs Action
The administration recommends approval of the professional services agreement between KGB Medical Billing and RSCCD on behalf of SCC and SAC Community Services Programs.
- *3.18 Approval of Professional Services Agreement between Safety Driver's Ed. and RSCCD on behalf of Santiago Canyon College and Santa Ana College Community Services Programs Action
The administration recommends approval of the professional services agreement between Safety Driver's Ed. and RSCCD on behalf of SCC and SAC Community Services Programs.

- *3.19 Approval of Professional Services Agreement between Brainstorm Studios, LLC and RSCCD on behalf of Santiago Canyon College Community Services Program Action
The administration recommends approval of the professional services agreement between Brainstorm Studios, LLC and RSCCD on behalf of SCC and SAC Community Services Program.
- *3.20 Approval of Professional Services Agreement between Voices For All, LLC and RSCCD on behalf of Santiago Canyon College Community Services Program Action
The administration recommends approval of the professional services agreement between Voices For All, LLC and RSCCD on behalf of SCC Community Services Program.
- *3.21 Approval of Professional Services Agreement between CPR4LIVINGLIFE and RSCCD on behalf of Santiago Canyon College Community Services Program Action
The administration recommends approval of the professional services agreement between CPR4LIVINGLIFE and RSCCD on behalf of SCC Community Services Program.
- *3.22 Approval of Professional Services Agreement between MSNOC INC, Mad Science of North Orange County and RSCCD on behalf of Santiago Canyon College Community Services Program Action
The administration recommends approval of the professional services agreement between MSNOC INC, Mad Science of North Orange County and RSCCD on behalf of SCC Community Services Program.
- *3.23 Approval of Professional Services Agreement between Pinnacle Financial Resources and RSCCD on behalf of Santiago Canyon College Community Services Program Action
The administration recommends approval of the professional services agreement between Pinnacle Financial Resources and RSCCD on behalf of SCC Community Services Program.
- *3.24 Approval of Professional Services Agreement between Pure Financial Advisors Inc. and RSCCD on behalf of Santiago Canyon College Community Services Program Action
The administration recommends approval of the professional services agreement between Pure Financial Advisors Inc. and RSCCD on behalf of SCC Community Services Program.

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *4.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.

*Item is included on the Consent Calendar, Item 1.7.

- *4.2 Approval of Budget Increases/Decreases, Transfers, and Intrafund and Interfund Transfers Action
The administration recommends approval of budget increases/decreases, transfers, and intrafund and interfund transfers from June 5, 2019, to June 28, 2019.
- *4.3 Approval of 2019-2020 Proposed Adopted Budget Assumptions Action
The administration recommends approval of the Adopted Budget Assumptions for the 2019-2020 fiscal year as presented.
- 4.4 Adoption of Resolution No. 19-17 for Separate Bank and Investment Accounts Action
The administration recommends adoption of Resolution No. 19-17 for separate bank and investment accounts as presented.
- 4.5 Adoption of Resolution No. 19-18 Authorizing the Issuance and Sale of Santa Ana College SFID No. 1 Series C General Obligation Bonds in an Amount Not To Exceed \$56,815,000 Action
The administration recommends adoption of Resolution No. 19-18 authorizing the issuance and sale of SAC SFID No. 1 Series C bonds in an amount not to exceed \$56,815,000 and supporting documents as presented.
- *4.6 Acceptance of Completion of Bid #1362 for Proposition 39 Year 5 Lighting Occupancy Sensor Retrofit at Santa Ana College and Approval of Recording a Notice of Completion Action
The administration recommends acceptance of the project as complete and approval of filing a Notice of Completion with the County as presented.
- *4.7 Award of Bid #1373 for Emergency Blue Phones and Accessible Path of Travel at Santa Ana College Action
The administration recommends awarding Bid #1373 to Ramco General Engineering Contractor for emergency blue phones and accessible path of travel at SAC as presented.
- *4.8 Award of Bid #1374 for Emergency Blue Phones and Accessible Path of Travel at Santiago Canyon College Action
The administration recommends awarding Bid #1374 to Ramco General Engineering Contractor for emergency blue phones and accessible path of travel at SCC as presented.

*Item is included on the Consent Calendar, Item 1.7.

- *4.9 Approval of Agreement with H.B.I. Inspections for Project Inspector Services for Emergency Blue Phone and Accessible Path of Travel Projects at Santa Ana College and Santiago Canyon College Action
The administration recommends approval of the agreement with H.B.I. Inspections for project inspector services for emergency blue phone and accessible path of travel projects at SAC and SCC as presented.
- *4.10 Approval of Amendment to Agreement with Steinberg Hart for Architectural Services for District Capital Outlay Projects for Santa Ana College and Santiago Canyon College Action
The administration recommends approval of the amendment to agreement with Steinberg Hart for architectural services for the District capital outlay projects for SAC and SCC as presented.
- *4.11 Approval of Agreement with Alta Environmental for Hazardous Material Construction Monitoring Services for Orange Education Center (OEC) Demolition at Santiago Canyon College Action
The administration recommends approval of the agreement with Alta Environmental for hazardous material construction monitoring services for the OEC demolition at SCC as presented.
- *4.12 Approval of Amendment to Agreement with HPI Architecture for Architectural Services for Orange Education Center at Santiago Canyon College Action
The administration recommends approval of the amendment to the agreement with HPI Architecture for architectural services for OEC at SCC as presented.
- *4.13 Approval of Change Order #1 for R Dependable Const, Inc. for Bid #1361 for Barrier Removal Drinking Fountain Repairs and Replacement at Santiago Canyon College Action
The administration recommends approval of change order #1 for R Dependable Const, Inc. for Bid #1361 for barrier removal drinking fountain repairs and replacement at SCC as presented.
- *4.14 Acceptance of Completion of Bid #1361 for Barrier Removal Drinking Fountain Repairs and Replacement at Santiago Canyon College and Approval of Recording a Notice of Completion Action
The administration recommends acceptance of the project as complete and approval of filing a Notice of Completion with the County as presented.
- *4.15 Award of Bid #1375 for Orange Education Center Demolition at 1465 North Batavia Street, Orange, California 92867 Action
The administration recommends awarding Bid #1375 to AMPCO Contracting, Inc. for OEC demolition at 1465 North Batavia Street, Orange, California 92867 as presented.

*Item is included on the Consent Calendar, Item 1.7.

- *4.16 Approval of Agreement with Ellucian, Inc. for Professional Services Action
The administration recommends approval of the agreement with Ellucian, Inc. for professional services as presented.
- *4.17 Approval of Amendment to Agreement with Cambridge West Partnership, LLC for Information Technology (IT) Consulting Services Action
The administration recommends approval of the amendment to the agreement with Cambridge West Partnership, LLC for IT consulting services as presented.
- *4.18 Approval of Foundation for California Community Colleges for Adobe Enterprise Term License Agreement Renewal Action
The administration recommends approval of the Foundation for California Community Colleges Adobe enterprise term license agreement renewal as presented.
- *4.19 Approval of California Multiple Award Schedule (CMAS), Contract #3-14-70-1717C to 3Di, Inc. Action
The administration recommends approval of the use of CMAS Contract #3-14-70-1717C awarded to 3Di, Inc., including renewals, future addendums, supplements and extensions as presented.
- *4.20 Approval of Foundation for California Community Colleges (FCCC) Contracts, CDW Government LLC (CB-185-17), B&H Foto and Electronics Corp. (CB-241-18) and SHI International Corp. (CB-194-16) Action
The administration recommends approval of the District's use of FCCC contracts CDW Government LLC (CB-185-17), B&H Foto and Electronics Corp. (CB-241-18), and SHI International Corp. (CB-194-16) including renewals, future addendums, supplements and extensions as presented.
- *4.21 Approval of Foundation for California Community Colleges Furniture and Fixtures Contracts Action
The administration recommends approval of the District's use of FCCC Contracts awarded for Request for Proposal (RFP) 18-001 and RFP 18-002, including renewals, future addendums, supplements and extensions as presented.
- *4.22 Approval of Purchase Orders Action
The administration recommends approval of the purchase order listing for the period May 19, 2019, through June 15, 2019.

*Item is included on the Consent Calendar, Item 1.7.

5.0 GENERAL

- *5.1 Approval of Resource Development Items Action
- The administration recommends approval of budgets, acceptance of grants, and authorization for the Vice Chancellor of Business Operations/ Fiscal Services or his designee to enter into related contractual agreements on behalf of the district for the following:
- Board Financial Assistance Program (BFAP) (SAC & SCC) \$1,068,959
 - California Virtual Campus – Online Education Initiative (SCC) \$ 500,000
 - Career and Technical Education Act (CTEA) Title I-C (District/SAC/SCC) \$ 929,083
 - Career and Technical Education Act (CTEA) Title I-C Transitions (District/SAC/SCC) \$ 92,391
 - National Science Foundation (NSF), Inclusion across the Nation of Communities of Learners of Underrepresented Discoverers in Engineering and Science (INCLUDES) Alliance: Science, Technology, Engineering, and Mathematics (STEM) Core Expansion Project (SAC) \$ 34,955
 - Sector Navigator – Information Communications Technology (ICT)/Digital Media (District Office [DO]) \$ 372,000
 - Song-Brown Health Care Workforce Training Program - Registered Nurse Education: Capitation (SAC) \$ 100,000
 - Community College Tobacco Cessation Services (SCC) \$ 50,000
- *5.2 Approval of Third Amendment to Sub-Agreement between RSCCD and productOps for Strong Workforce Program K-12 Pathway Coordinators and K-14 Technical Assistance Providers Grant Action
- The administration recommends approval of the third amendment to the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- *5.3 Approval of Sub-Agreements between RSCCD and California State University, Fullerton; University of California, Berkeley; and Carnegie Mellon University for California Education Learning Lab Grant Action
- The administration recommends approval of the sub-agreements and authorization be given to the Vice Chancellor, Business Operations/ Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district.

*Item is included on the Consent Calendar, Item 1.7.

- *5.4 Approval of Sub-Agreements between RSCCD and Chaffey, Los Rios, Mira-Costa, Mt. San Antonio, San Francisco, Ventura and Yosemite Community College District to Award Centers of Excellence (COE) for Labor-Market Research Grants to Host Colleges/Districts in State of California Action
The administration recommends approval of the sub-agreements and authorization be given to the Vice Chancellor, Business Operations/ Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district.
- *5.5 Approval of Sub-Agreements between RSCCD and Local Educational Agencies in Los Angeles County and Orange County Awarded K-12 Strong Workforce Program Pathways Improvement Grant Action
The administration recommends approval of the sub-agreements and authorization be given to the Vice Chancellor, Business Operations/ Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district.
- *5.6 Approval of Sub-Agreement between RSCCD and Applied Learning Science for Strong Workforce Program – Regional Funds Initiative (DO#18-2225-37) Action
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/ Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- 5.7 Adoption of Resolution No. 19-26 for Office of Statewide Health Planning and Development for Song-Brown Health Care Workforce Training Program, Registered Nurse Education Capitation Grant (Agreement #GA18-SBRNC 1000063) Action
The administration recommends adoption of Resolution No. 19-26 with the Office of Statewide Health Planning and Development and authorization be given to the Vice Chancellor, Business Operations/ Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- *5.8 Approval of Extension of Lease Agreement between RSCCD and Los Angeles Area Chamber of Commerce for Strong Workforce Program Action
The administration recommends approval of the lease agreement extension and authorization be given to the Vice Chancellor, Business Operations/ Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.

*Item is included on the Consent Calendar, Item 1.7.

- *5.9 Approval of Event Sale Agreement between RSCCD and Hyatt Regency Huntington Beach Action
The administration recommends approval of the sales agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- *5.10 Approval of Professional Service Agreement between RSCCD and MiraCosta College for Strong Workforce Program – Regional Funds Initiative (DO #18-2225-37) Action
The administration recommends approval of the service agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- *5.11 Approval of Professional Service Agreement between RSCCD and Salytics for Strong Workforce Program – Regional Funds Initiative (DO #18-2225-37) Action
The administration recommends approval of the service agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- *5.12 Approval of Auxiliary Organizations in Good Standing - Administrative Regulations/Board Policy 3600 Action
The administration recommends approval of the following auxiliary organizations in good standing as presented:
- Associated Student Government of Santa Ana College
 - Associated Student Government of Santiago Canyon College
 - Santa Ana College Foundation
 - Santiago Canyon College Foundation
 - Rancho Santiago Community College District Foundation
- *5.13 Approval of Authorization of Signatures Action
It is recommended that the board approve the revised list of authorized signatures.
- 5.14 First Reading of Board Policies Information
The following board policies are presented for a first reading as an information item:
- Board Policy (BP) 3730 Information Security Standards (NEW)
 - BP 3900 Speech: Time, Place and Manner
- 5.15 Board Member Comments Information

RECESS TO CLOSED SESSION

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

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

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

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Classified Staff
 - d. Student Workers
 - e. Professional Experts

2. Conference with Legal Counsel: Existing Litigation (pursuant to Government Code Section 54956.9[a]) (one case)

Loretta Jordan v. Rancho Santiago Community College District, Orange County Superior Court
Case No. 30-2019-01072357-CU-WT-CJG

3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Tracie Green, Vice Chancellor, Human Resources
Employee Organizations: Faculty Association of Rancho Santiago Community College District (FARSCCD)
California School Employees Association (CSEA), Chapter 579
California School Employees Association, Chapter 888
Continuing Education Faculty Association (CEFA)
Unrepresented Management Employees

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

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

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

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

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

6.0 HUMAN RESOURCES

- 6.1 Management/Academic Personnel Action
- Approval of Employment Agreements
 - Ratification of Resignations/Retirements
 - Approval of Short-term Assignments
 - Approval of Extensions of Interim Assignment
 - Approval of End of Interim Assignments/Return to Regular Assignments
 - Approval of Adjusted Salary Placements
 - Approval of 2019-2020 FARSCCD Contract Extension Days
 - Approval of Appointments
 - Approval of Adjusted Effective Dates
 - Approval of Final Salary Placements
 - Approval of 2019-2020 FARSCCD Contract Step Increases
 - Approval of Adjusted 2019-2020 FARSCCD Contract Step Increases
 - Approval of Adjusted 2019-2020 Adjusted Contract Extension Rates
 - Approval of 2019-2020 CSEA Chapter 888 Contract Stipends
 - Approval of Requests to Withdraw Banked Lecture Hour Equivalent (LHE)
 - Approval of Leaves of Absence
 - Approval of 2019-2020 FARSCCD Contract Coaching Stipends
 - Approval of Beyond Contract/Overload Stipends
 - Approval of Part-time/Hourly New Hires/Rehires
 - Approval of Non-paid Instructors of Record
 - Approval of Non-paid Intern Services
- 6.2 Classified Personnel Action
- Approval of New Appointments
 - Approval of Temporary to Contract Assignments
 - Approval of Professional Growth Increments
 - Approval of Longevity Increments
 - Approval of Out of Class Assignments
 - Approval of Changes in Position
 - Approval of Leaves of Absence
 - Ratification of Resignations/Retirements
 - Approval of Temporary to Hourly Ongoing Assignments
 - Approval of Short Term Assignments
 - Approval of Changes in Temporary Assignments
 - Approval of Additional Hours for Ongoing Assignments
 - Approval of Substitute Assignments
 - Approval of Miscellaneous Positions
 - Approval of Instructional Associates/Associate Assistants
 - Approval of Community Service Presenters and Stipends
 - Approval of Volunteers
 - Approval of Student Assistant Lists

- 6.3 Approval of Professional Services Agreement with Devaney, Pate Morris & Cameron LLP (DPMC) for Investigative Services Action
It is recommended that the board approve the professional services agreement with Devaney, Pate Morris & Cameron LLP as presented.
- 6.4 Approval of Professional Services Agreement with Job Elephant Action
It is recommended that the board approve the professional services agreement with Job Elephant as presented.
- 6.5 Approval of Professional Services Agreement with Shaw HR Consulting, Inc. Action
It is recommended that the board approve the professional services agreement with Shaw HR Consulting, Inc. as presented.
- 6.6 Authorization for Board Travel/Conferences Action
It is recommended that the board authorize the submitted conference and travel by board members.
- 6.7 Nomination of Zeke Hernandez to Association of Community Colleges (ACCT) Diversity, Equity, & Inclusion Committee Action
It is requested that the board approve a letter of nomination for Trustee Hernandez to serve on ACCT's Diversity, Equity, & Inclusion Committee during the 2020-2022 calendar years.
- 7.0 **ADJOURNMENT** - The next regular meeting of the Board of Trustees will be held on August 12, 2019.

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

Board of Trustees
(Regular meeting)

Monday, June 17, 2019

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:37 p.m. by Mr. Phillip Yarbrough. Other members present were Ms. Claudia Alvarez, Ms. Arianna Barrios, Mr. Zeke Hernandez, Mr. Larry Labrado, Ms. Nelida Mendoza, and Mr. Theodore Moreno. Mr. John Hanna arrived at the time noted.

Administrators present during the regular meeting were Ms. Tracie Green, Mr. Peter Hardash, Dr. John Hernandez, Mr. Enrique Perez, Dr. Raúl Rodríguez, and Dr. Linda Rose. 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. Ted Moreno, father of Theodore D. Moreno, Student Trustee, Rancho Santiago Community College District.

It was moved by Ms. Alvarez and seconded by Mr. Labrado to suspend the rules and consider Item 1.4 at this time. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Moreno's advisory vote was aye.

1.4 Recognition of Santiago Canyon College (SCC) Model United Nations Team

The board recognized the SCC Model United Nations Team for being honored with the Outstanding Delegation award, seven policy paper awards and one top committee award at the National Model United Nations Conference in April 2019 in New York. Board members congratulated the team.

1.3 Administration of Oath of Allegiance to Theodore D. Moreno, 2019-2020 Student Trustee

Ms. Alvarez administered the Oath of Allegiance to Mr. Theodore D. Moreno. The board welcomed him as the 2019-2020 student trustee.

1.4 Recognition of Santiago Canyon College (SCC) Model United Nations Team

This item was considered after Item 1.2 (Pledge of Allegiance).

1.5 Approval of Additions or Corrections to Agenda

It was moved by Mr. Hernandez and seconded by Ms. Mendoza to approve an addendum for Item 6.2 (Classified Personnel). The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Moreno’s advisory vote was aye.

1.6 Public Comment

Ms. Colleen Cochran, Development Director; Mr. Daniel Irwin, Human Resources Generalist; Mr. Eric Linder, Government Relations; Dr. Rosa Patterson, Founder; Ms. Heather Smith, Human Resources Manager; and Ms. Natalie Taguchi-Solorio, Clinical Director; all from Autism Behavior Services, Inc.; Ms. Maricela Aceves, Clinical Director, Autism Learning Partners; Mr. Andrew Patterson, Executive Director, Autism Business Association; Ms. Michele Stone, Clinical Director, Autism Spectrum Therapies; and Ms. Ofelia Velarde-Garcia, Policy Advisor for Orange County Supervisor Andrew Do, First District; introduced themselves and thanked the board for the new noncredit program for Behavior Technician, Certificate of Completion included in Item 3.21 (Proposed Revisions for 2019-2020 SCC Catalog and/or 2019-2020 Catalog Addendum).

Mr. Hanna arrived during public comments regarding the new noncredit program for Behavior Technician, Certificate of Completion.

Mr. Mariano Cuellar introduced himself as the 2019-2020 Student President for Santa Ana College (SAC).

Mr. Christopher Townsend, Townsend Public Affairs (TPA), introduced Mr. Jonathan Jackson as the Washington, D.C. Associate for TPA. Mr. Townsend and Mr. Austin Webster, Senior Associate, TPA, thanked the board for consideration of Item 5.14 (Renewal of Contract with TPA, Inc.).

Mr. Yarbrough called a brief recess at 5:06 p.m.

The board reconvened at 5:10 p.m.

1.7 Approval of Minutes

It was moved by Ms. Alvarez and seconded by Ms. Mendoza to approve the minutes of the meeting held May 28, 2019. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Moreno’s advisory vote was aye.

1.8 Approval of Consent Calendar

It was moved by Mr. Labrado and seconded by Ms. Barrios to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar, with the exception of Item 5.14 (Renewal of Contract with Townsend Public Affairs, Inc.) removed by Ms. Alvarez. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Moreno's advisory vote was aye.

3.1 Approval of Clinical Affiliation Agreement Renewal with White Medical Center dba Adventist Health White Memorial

The board approved the clinical affiliation agreement renewal with White Memorial Medical Center dba Adventist Health White Memorial located in Los Angeles, California, as presented.

3.2 Approval of College Articulation and Reverse Articulation Agreement and Community College Education Service Agreement with University of Phoenix, Inc.

The board approved the College Articulation and Reverse Articulation Agreement and Community College Education Service Agreement with the University of Phoenix, Inc. based in Phoenix, Arizona, as presented.

3.3 Approval of Collaboration Agreement between Rancho Santiago Community College District and Regents of University of California

The board approved the Collaboration Agreement between RSCCD and the Regents of the University of California on behalf of its Irvine, California, campus, as presented.

3.4 Approval of Professional Services Agreement between Alpine Tutoring and RSCCD on behalf of Santa Ana College (SAC) and Santiago Canyon College Community Services Programs

The board approved the professional services agreement between Alpine Tutoring and RSCCD on behalf of SAC and SCC Community Services programs.

3.5 Approval of Professional Services Agreement between AUMT Institute and RSCCD on behalf of Santa Ana College Community Services Program

The board approved the professional services agreement between AUMT Institute and RSCCD on behalf of the SAC Community Services program.

3.6 Approval of Professional Services Agreement between Bricks 4 Kidz and RSCCD on behalf of Santa Ana College and Santiago Canyon College Community Services Programs

The board approved the professional services agreement between Bricks 4 Kidz and RSCCD on behalf of the SAC and SCC Community Services programs.

1.8 Approval of Consent Calendar (cont.)

- 3.7 Approval of Professional Services Agreement between Dog Dealers, Inc. dba Dog Services Unlimited and RSCCD on behalf of Santa Ana College and Santiago Canyon College Community Services Program

The board approved the professional services agreement between and RSCCD on behalf of the SAC and SCC Community Services programs.

- 3.8 Approval of Professional Services Agreement between Dragonfly Shops & Gardens and RSCCD on behalf of Santa Ana College Community Services Program

The board approved the professional services agreement between Dragonfly Shops & Gardens and RSCCD on behalf of the SAC Community Services program.

- 3.9 Approval of Professional Services Agreement between The Dance Centre/ Westrin Dance Center and RSCCD on behalf of Santa Ana College and Santiago Canyon College Community Services Programs

The board approved the professional services agreement between The Dance Centre/Westrin Dance Center and RSCCD on behalf of the SAC and SCC Community Services programs.

- 3.10 Approval of Professional Services Agreement between Authoritax and RSCCD on behalf of Santa Ana College Community Services Program

The board approved the professional services agreement between Authoritax and RSCCD on behalf of the SAC Community Services program.

- 3.11 Approval of Professional Services Agreement between Real Estate on Demand and RSCCD on behalf of Santa Ana College Community Services Program

The board approved the professional services agreement between Real Estate on Demand and RSCCD on behalf of the SAC Community Services program.

- 3.12 Approval of Professional Services Agreement between IncrediFlix, Inc. and RSCCD on behalf of Santa Ana College and Santiago Canyon College Community Services Programs

The board approved the professional services agreement between IncrediFlix, Inc. and RSCCD on behalf of the SAC and SCC Community Services programs.

- 3.13 Approval of Professional Services Agreement between Financial Growth Inc. and RSCCD on behalf of Santa Ana College Community Services Program

The board approved the professional services agreement between Financial Growth, Inc. and RSCCD on behalf of the SAC Community Services program.

1.8 Approval of Consent Calendar (cont.)

3.14 Approval of Professional Services Agreement between Shakespeare Orange County Open Air Theater, Inc. and RSCCD on behalf of Santa Ana College Community Services Program

The board approved the professional services agreement between Shakespeare Orange County Open Air Theater, Inc. and RSCCD on behalf of the SAC Community Services program.

3.15 Approval of Professional Services Agreement between Such A Voice, LLC and RSCCD on behalf of Santa Ana College Community Services Program

The board approved the professional services agreement between Such A Voice, LLC and RSCCD on behalf of the SAC Community Services program.

3.16 Approval of Professional Services Agreement between Workshops On Wellness and RSCCD on behalf of Santa Ana College and Santiago Canyon College Community Services Programs

The board approved the professional services agreement between Workshops On Wellness and RSCCD on behalf of the SAC and SCC Community Services programs.

3.17 Approval of Professional Services Agreement between Mad Science of West Orange County and RSCCD on behalf of Santa Ana College Community Services Program

The board approved the professional services agreement between Mad Science of West Orange County and RSCCD on behalf of the SAC Community Services program.

3.19 Approval of Addendum to Grand Canyon University and Santa Ana College Concurrent Enrollment Program (CEP) Agreement

The board approved the addendum to the Grand Canyon University and SAC CEP agreement with Grand Canyon University based in Phoenix, Arizona, as presented.

3.20 Approval of Proposed Revisions for 2020-2021 Santa Ana College Catalog
The board approved the proposed revisions for The 2020-2021 SAC catalog.

3.21 Approval of Proposed Revisions for 2019-2020 Santiago Canyon College Catalog and/or 2019-2020 Catalog Addendum

The board approved the proposed revisions for the 2019-2020 SCC catalog and/or 2019-2020 catalog addendum as presented.

3.22 Approval of Student Equity Plans for Santiago Canyon College and Santa Ana College

The board approved the Student Equity Plans for SCC and SAC as presented.

1.8 Approval of Consent Calendar (cont.)

3.23 Approval of One Year Renewal of Instructional Services Agreement with Pacific Clinics

The board approved the one year renewal of the instructional services agreement with Pacific Clinics for the period of July 1, 2019, through June 30, 2020, as presented.

3.24 Approval of Three Year Renewal of Instructional Services Agreement with Goodwill Industries of Orange County (OC)

The board approved the three year renewal of the instructional services agreement with Goodwill Industries of OC for the period of July 1, 2019, through June 30, 2022, as presented.

3.25 Approval of Classroom Lease Renewal with Orange Unified School District (OUSD)

The board approved the SCC Orange Education Center classroom lease renewal with OUSD for the period of July 1, 2019, through June 30, 2020, as presented.

3.26 Approval of Renewal of Memorandum of Understanding (MOU) for Bridge Program with Orange Unified School District

The board approved the renewal of the MOU for the Bridge Program with OUSD as presented.

3.27 Approval of Renewal of Consulting Agreement with Orange Unified School District

The board approved the renewal of the consulting agreement with OUSD as presented.

3.28 Approval of Renewal of Instructional Service Agreement with Santa Ana Beauty Academy to Operate Santiago Canyon College Cosmetology Program

The board approved the renewal of the instructional service agreement with Santa Ana Beauty Academy to operate the SCC cosmetology program.

3.29 Approval of Application and Documents for Eligibility State and Federal Surplus Property Program for Survey Mapping Sciences Department at Santiago Canyon College

The board approved the application and documents for eligibility of the State and Federal surplus property program for the Survey Mapping Sciences Department at SCC.

3.30 Approval of Professional Services Agreement with Marlene Garcia Swider

The board approved the professional services agreement with Marlene Garcia Swider, Ph.D. located in Santa Ana, California, as presented.

4.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

1.8 Approval of Consent Calendar (cont.)

4.2 Approval of Budget Increases/Decreases, Transfers, and Intrafund and Interfund Transfers

The board approved budget increases/decreases, transfers, and intrafund and interfund transfers from May 15, 2019, to June 4, 2019.

4.5 Approval of Lease between Rancho Santiago Community College District and St. Peter Evangelical Lutheran Church

The board approved the lease between RSCCD and St. Peter Evangelical Lutheran Church in Santa Ana for facilities to provide child care services as presented.

4.6 Approval of Appointment for Measure Q Citizens' Bond Oversight Committee

The board approved the appointment of the SAC student representative to the Measure Q Citizens' Bond Oversight Committee as presented.

4.8 Approval of Amendment to Agreement with IDS Group, Inc. for Constructability Review Services for Russell Hall Replacement (Health Sciences Building) at Santa Ana College

The board approved the amendment to the agreement with IDS Group, Inc. for constructability review services for the Russell Hall replacement (Health Sciences Building) at SAC as presented.

4.9 Approval of Agreement with Morrissey Architects, Inc. for Architectural Services for Parking Ticket Kiosks at Santa Ana College and Santiago Canyon College

The board approved the agreement with Morrissey Architects, Inc. for architectural services for the parking ticket kiosk project at SAC and SCC as presented.

4.10 Approval of Five Year Construction Plan (2021-2025) and Initial Project Proposals (IPPs) for Santa Ana College and Santiago Canyon College

The board approved the Five Year Construction Plan (2021-2025) and IPPs for SAC and SCC as presented.

4.11 Approval of Notice of Exemption for California Environmental Quality Act for Santiago Canyon College Orange Education Center Demolition and Remediation at 1465 North Batavia Street in City of Orange

The board approved the Notice of Exemption for the project as presented.

4.12 Approval of Amendment to Agreement with Linik Corporation for Planning and Project Management Services

The board approved the amendment to the agreement with Linik Corporation for planning and project management services as presented.

1.8 Approval of Consent Calendar (cont.)

4.13 Approval of Amendment to Agreement with Cannon Corporation dba PENCO for On-Call District-Wide Land Survey Services

The board approved amendment to the agreement with Cannon Corporation dba PENCO for on-call district-wide land survey services as presented.

4.14 Approval of Annual Renewal Agreement with RAVE Mobile Safety Software

The board approved the annual renewal agreement with RAVE Mobile Safety software as presented.

4.15 Award of Bid #1368 for Purchase of Bond Paper

The board accepted the bids and approved awarding Bid #1368 to Veritiv Operating Company and Kelly Paper Co. as presented.

4.16 Award of Bid #1376 for Purchase of High Voltage Electric Vehicles

The board accepted the bid and approved awarding Bid #1376 to Switch Vehicles, Inc. as presented.

4.17 Rejection of All Bids for Bid #1367 for Charter Bus Service

The board rejected all bids for Bid #1367 as presented.

4.18 Approval of Vendor Name Change - PENCO

The board approved the name change request from PENCO Engineering, Inc. to Cannon Corporation dba PENCO as presented.

4.19 Approval of Vendor Name Change – Newcomb Anderson McCormick, Inc.

The board approved the name change request from Newcomb Anderson McCormick, Inc. to Willdan Energy Solutions dba Newcomb Anderson McCormick, Inc. as presented.

4.20 Approval of Purchase Orders

The board approved the purchase order listing for the period April 21, 2019, through May 18, 2019.

5.1 Approval of Resource Development Items

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

- Strong Workforce Program – Regional Share (District) \$30,503,761

5.2 Approval of Sub-Agreement between RSCCD and City of Santa Ana for Strong Workforce Program – Local Funds Initiative (District Office #18-2226-01)

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

1.8 Approval of Consent Calendar (cont.)

- 5.3 Approval of Sub-Agreement between RSCCD and San Joaquin Delta Community College District to Award the Industry Sector Projects in Common (ISPIC) Funded by Key Talent Administration and Sector Strategy Fiscal Agent Grant
The board approved the sub-agreement and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- 5.4 Approval of Sub-Agreements between RSCCD and Grossmont-Cuyamaca Community College District Auxiliary Services, Riverside Community College District, Santa Barbara Community College District and Tulare County Office of Education for the Strong Workforce Program K12 Pathway Coordinators and K14 Technical Assistance Providers Grant
The board approved the sub-agreements and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district.
- 5.5 Approval of Correction to Sub-Agreement between RSCCD and Feather River Community College District for Strong Workforce Program K-12 Pathway Coordinators and K-14 Technical Assistance Providers Grant
The board approved the correction to the sub-agreement and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- 5.6 Approval of First Amendment to Sub-Agreement between RSCCD and SCS Engineers for CalRecycle's Beverage Container Recycling Program Grant
The board approved the first amendment to the sub-agreement and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- 5.7 Approval of Second Amendments to Sub-Agreements between RSCCD and Educational Results Partnership, The Research and Planning (RP) Group and WestEd for Data Science Tools Grant
The board approved the second amendments to the sub-agreements and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district.
- 5.8 Adoption of Resolution No. 19-13 with California Department of Education for General Child Care and Development Program (Contract #CCTR-9160)
The board adopted Resolution No. 19-13 with the California Department of Education and authorized the Chancellor or his designee to sign and enter into a related contractual agreement on behalf of the district.

1.8 Approval of Consent Calendar (cont.)

5.9 Adoption of Resolution No. 19-14 with California Department of Education for California State Preschool Program (Contract #CSPP-9358)

The board adopted Resolution No. 19-14 with the California Department of Education and authorized the Chancellor or his designee to sign and enter into a related contractual agreement on behalf of the district.

5.10 Approval of Professional Services Agreement with Full Capacity Marketing Incorporated for Sector Navigator - Retail/Hospitality/Tourism Grant

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

5.11 Approval of Service Agreement with Economic Modeling, LLC aka Economic Modeling Specialists International (EMSI) for Rancho Santiago Adult Education Consortium

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

5.12 Approval of Amendment to Research Contract with Cambridge West Partnership, LLC (CWP)

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

5.13 Approval of Agreement with Rancho Santiago Community College District and 25th Hour Communications for Marketing and Advertising Services

The board approved the agreement with 25th Hour Communications and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related agreement on behalf of the district.

5.15 Adoption of Resolution No. 19-15 Calling Upon the Chancellor of California Community Colleges to Halt Further Changes to Extended Opportunity Programs and Services (EOPS) Implementing Guidelines and to Work in Collegial Consultation with EOPS and Student Services Representatives Statewide

The board adopted Resolution No. 19-15.

It was moved by Ms. Alvarez and seconded by Mr. Hanna to suspend the rules and consider Item 5.14 at this time. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Moreno's advisory vote was aye.

5.14 Approval of Renewal of Contract with Townsend Public Affairs, Inc.

It was moved by Ms. Alvarez and seconded by Mr. Hernandez to approve the contract for consulting services with Townsend Public Affairs, Inc. as presented. Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Moreno’s advisory vote was aye.

1.9 Public Hearing – 2019-2020 Tentative Budget

There were no public comments.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

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

2.2 Reports from College Presidents

The following college representatives provided reports to the board:

Dr. John Hernandez, President, Santiago Canyon College
Dr. Linda Rose, President, Santa Ana College

NOTE: At the April 24, 2017, board meeting Ms. Barrios asked that the enrollment reports presented by the college presidents be attached to the minutes.

2.3 Report from Student Trustee

Mr. Moreno provided a report to the board.

2.4 Reports from Student Presidents

The following student representatives provided a report to the board on behalf of the Associated Student Government (ASG) organization:

Ms. Breanna Ceja, Student President, Santa Ana College
Mr. Evan Ostrow, Student President, Santiago Canyon College

2.5 Report from Classified Representative

There was no representation from classified staff.

2.6 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

Mr. Michael DeCarbo, Academic Senate President, Santiago Canyon College
Ms. Monica Zarske, Academic Senate President, Santa Ana College

2.7 Reports from Board Committee Chairpersons and Representatives of the Board

Mr. Hanna provided a report on the June 11, 2019, Board Policy Committee meeting.

Mr. Labrado provided a report on the June 13, 2019, Board Facilities Committee meeting.

Mr. Hernandez provided a report on the June 13, 2019, Orange County Community College Legislative Task Force meeting.

Ms. Barrios provided a report on the June 4, 2019, Rancho Santiago Community College District Foundation meeting.

3.0 **INSTRUCTION**

Items 3.1 through 3.17 and Items 3.19 through 3.30 were approved as part of Item 1.8 (Consent Calendar).

3.18 Approval of Amendment for Santa Ana College Community Services Program Revenue Contract MA-026-15010828A

It was moved by Ms. Mendoza and seconded by Ms. Barrios to approve the amendment for Revenue Contract MA-026-15010828A between the County of Orange District Attorney and RSCCD on behalf of the SAC Community Services program. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Moreno's advisory vote was aye.

4.0 **BUSINESS OPERATIONS/FISCAL SERVICES**

Items 4.1, 4.2, 4.5, 4.6, and 4.8 through 4.20 were approved as part of Item 1.8 (Consent Calendar).

4.3 Approval of 2019-2020 Tentative Budget

It was moved by Ms. Barrios and seconded by Ms. Mendoza to approve the 2019-2020 proposed Tentative Budget as presented. Mr. Hardash provided a presentation on the 2019-2020 proposed Tentative Budget. Discussion ensued. Mr. Yarbrough asked that the answers to his questions be attached to the minutes. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Moreno's advisory vote was aye.

4.4 Adoption of Resolution No. 19-12 regarding Public Agencies Post-employment Benefits Trust Administered by Public Agency Retirement Services (PARS) and Approval of Request for Proposal (RFP) #1366 Irrevocable Trust Management

It was moved by Mr. Labrado and seconded by Ms. Barrios to adopt Resolution No. 19-12 regarding public agencies post-employment benefits trust administered by PARS as presented and accept the RFP and approve the award to PARS for RFP #1366 – Irrevocable Trust Management as presented and authorize the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Moreno’s advisory vote was aye.

4.7 Adoption of Resolution No. 19-11 to Adopt a Uniform System for Prequalifying and Rating Bidders for Santa Ana College Russell Hall Replacement Project (Health Sciences Building)

It was moved by Mr. Hernandez and seconded by Ms. Mendoza to adopt Resolution No. 19-11 to adopt a uniform system for prequalifying and rating bidders for the SAC Russell Hall replacement project (Health Sciences Building). Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Moreno’s advisory vote was aye.

5.0 GENERAL

Items 5.1 through 5.13 and 5.15 were approved as part of Item 1.8 (Consent Calendar). Item 5.14 (Renewal of Contract with Townsend Public Affairs, Inc.) was considered before Item 1.9 (Public Hearing).

5.16 Board Member Comments

Ms. Alvarez thanked the trustees for adopting Resolution No. 19-15 (Item 5.15 Calling Upon the Chancellor of California Community Colleges to Halt Further Changes to Extended Opportunity Programs and Services Implementing Guidelines and to Work in Collegial Consultation with EOPS and Student Services Representatives Statewide) and explained the history of the EOPS program.

Ms. Alvarez asked that between now and July 20th the colleges celebrate the 50-year anniversary of the first humans landing on the moon.

Ms. Alvarez congratulated Mr. Hanna on recently receiving the Gladys Mason Labor Award from the Democratic party.

Board members thanked Dr. Rodríguez for his service to the district and wished him well in his future endeavors.

5.16 Board Member Comments (cont.)

Board members welcomed Student Trustee Moreno and wished success to Ms. Ceja and Mr. Ostrow in their future educational endeavors.

Ms. Barrios reported that she and Mr. Hernandez have been asked to assist in notifying the community of the upcoming census since it is so important to obtain correct census figures.

Ms. Barrios asked that the Guzman family receive a certificate of recognition at the next board meeting.

Ms. Mendoza reported that she and Ms. Alvarez attended the Electrical Apprenticeship Graduation in Westminster on June 14, 2019.

Mr. Moreno expressed appreciation in being elected as the 2019-2020 student trustee and is looking forward to working with board members, college presidents and student presidents. He indicated the items he will be addressing during the academic year are student services available for all students, clean campuses, more signage in the community for the colleges, and classroom security. Mr. Hanna encouraged Mr. Moreno to work with the college and student presidents regarding his items of concern.

Mr. Moreno reported that he will not be attending the July 15th board meeting since he will be in Peru gaining experience in his educational field.

Mr. Hernandez reported that he received a note from Mr. Ian Woodhead in appreciation of the support Mr. Hernandez provided for SCC's women soccer team.

Mr. Hernandez reported that he attended the nurses' pinning ceremony on June 8 at the SAC Orange County Sheriff's Academy.

Mr. Hanna expressed appreciation to staff and Mr. Linder for creating a Behavior Technician program. Mr. Hanna indicated that Mr. Linder shared that jobs are available for the students once they earned a Certificate of Completion.

Mr. Yarbrough indicated he plans to tour an ironworkers' facility in La Palma with Los Angeles/Orange Counties Building and Construction Trades Councilmember Ernesto Medrano and OC Supervisor Don Wagner on June 27. He also has an upcoming meeting with Supervisor Wagner in his office regarding other programs with the colleges.

Mr. Yarbrough asked that the answers to board member's questions be attached to the minutes.

5.16 Board Member Comments (cont.)

Mr. Yarbrough reported he had a meeting with Mr. Marvin Martinez, incoming Chancellor for RSCCD.

Mr. Yarbrough reported that he attended a memorial for Mr. Frank Barbaro, a prominent trial attorney who also served as an Orange County Democratic Party leader, and died of cancer on April 15, 2019.

RECESS TO CLOSED SESSION

The board convened into closed session at 7:39 p.m. to consider the following items:

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Classified Staff
 - d. Professional Experts
 - e. Administrator Appointments
 - (1) Dean; Science, Mathematics & Health Sciences Division
 - (2) Director, Technology Infrastructure & Support Services
2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (3 cases)
3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)

Agency Negotiator:	Tracie Green, Vice Chancellor, Human Resources
Employee Organizations:	Faculty Association of Rancho Santiago Community College District (FARSCCD) California School Employees Association (CSEA), Chapter 579 California School Employees Association, Chapter 888 Continuing Education Faculty Association (CEFA) Unrepresented Management Employees
4. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])
5. Student Expulsion (pursuant to Education Code 72122)
Student I.D. #2183110

RECONVENE

The board reconvened at 8:27 p.m.

Closed Session Report

Mr. Hernandez reported during closed session the board discussed public employment, anticipated/potential litigation; labor negotiations, public employee discipline/dismissal/Release, and a student expulsion; and took action to expel Student I.D. #2183110 with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Moreno’s advisory vote was aye.

In addition, Mr. Hernandez reported during closed session the board authorizes the Vice Chancellor of Human Resources to settle an agreement with a faculty member and approve the stipulated suspension agreement of three (3) days for a classified member with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

Mr. Moreno left the meeting after participating in the discussion and vote on the student expulsion item during closed session.

Public Comment

There were no public comments.

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

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

- Approve Employment Agreements
- Approve 2019-2020 Administrator/Academic Supervisor Step Increases
- Approve 2019-2020 Management/Classified Supervisor/Confidential Step Increases
- Approve New Job Descriptions
- Approve Revised Job Descriptions
- Approve Appointments
- Approve Interim Assignments
- Approve Extensions of Interim Assignment/Step Increase
- Approve End of Interim Assignments/Return to Regular Assignments
- Approve Adjusted Salary Placements
- Approve 2018-2019 CSEA Chapter 888 Revised Permanent Annual & Hourly Salary Schedules
- Approve 2019-2020 CSEA Chapter 888 Contract Step Increases
- Approve 2019-2020 FARSCCD Contract Step Increases

6.1 Management/Academic Personnel

- Approve 2019-2020 CSEA Chapter 888 Contract Stipends
- Approve 2019-2020 FARSCCD Contract Athletic Coaching Stipends
- Approve 2019-2020 FARSCCD Contract Coordinator Stipends
- Approve 2018-2019 FARSCCD Contract Extension Days
- Approve 2019-2020 FARSCCD Contract Extension Days
- Approve Reemployments
- Approve Leaves of Absence
- Ratify Resignations/Retirements
- Approve Beyond Contract/Overload Stipends
- Approve Part-time/Hourly New Hires/Rehires

6.2 Classified Personnel

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

- Approve Miscellaneous Pay Schedule 2019-2020
- Approve 2019-2020 CSEA Chapter 579 Step Increases
- Approve New Appointments
- Approve Professional Growth Increments
- Approve Out of Class Assignments
- Approve Leaves of Absence
- Approve Return from Leaves
- Ratify Resignations/Retirements
- Approve New Appointments
- Approve Temporary to Hourly Ongoing Assignments
- Approve Temporary Assignments
- Approve Short Term Assignments
- Approve Additional Hours for Ongoing Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Community Service Presenters and Stipends
- Approve Volunteers

6.3 Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to California School Employees Association Chapter 579

It was moved by Ms. Alvarez and seconded by Ms. Mendoza to receive and file the district's initial bargaining proposal to CSEA Chapter 579 and schedule a public hearing for July 15, 2019. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

6.4 Approval of Agreement between Rancho Santiago Community College District and Shaw HR Consulting, Inc.

It was moved by Ms. Alvarez and seconded by Ms. Mendoza to approve the agreement with Shaw HR Consulting, Inc. as presented. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

6.5 Approval of Professional Services Agreement with Rosemet Environmental Services

It was moved by Ms. Alvarez and seconded by Ms. Mendoza to approve the professional services agreement with Rosemet Environmental Services. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on July 15, 2019.

There being no further business, Mr. Yarbrough declared the meeting adjourned at 8:29 p.m.

Respectfully submitted,

Marvin Martinez
Chancellor

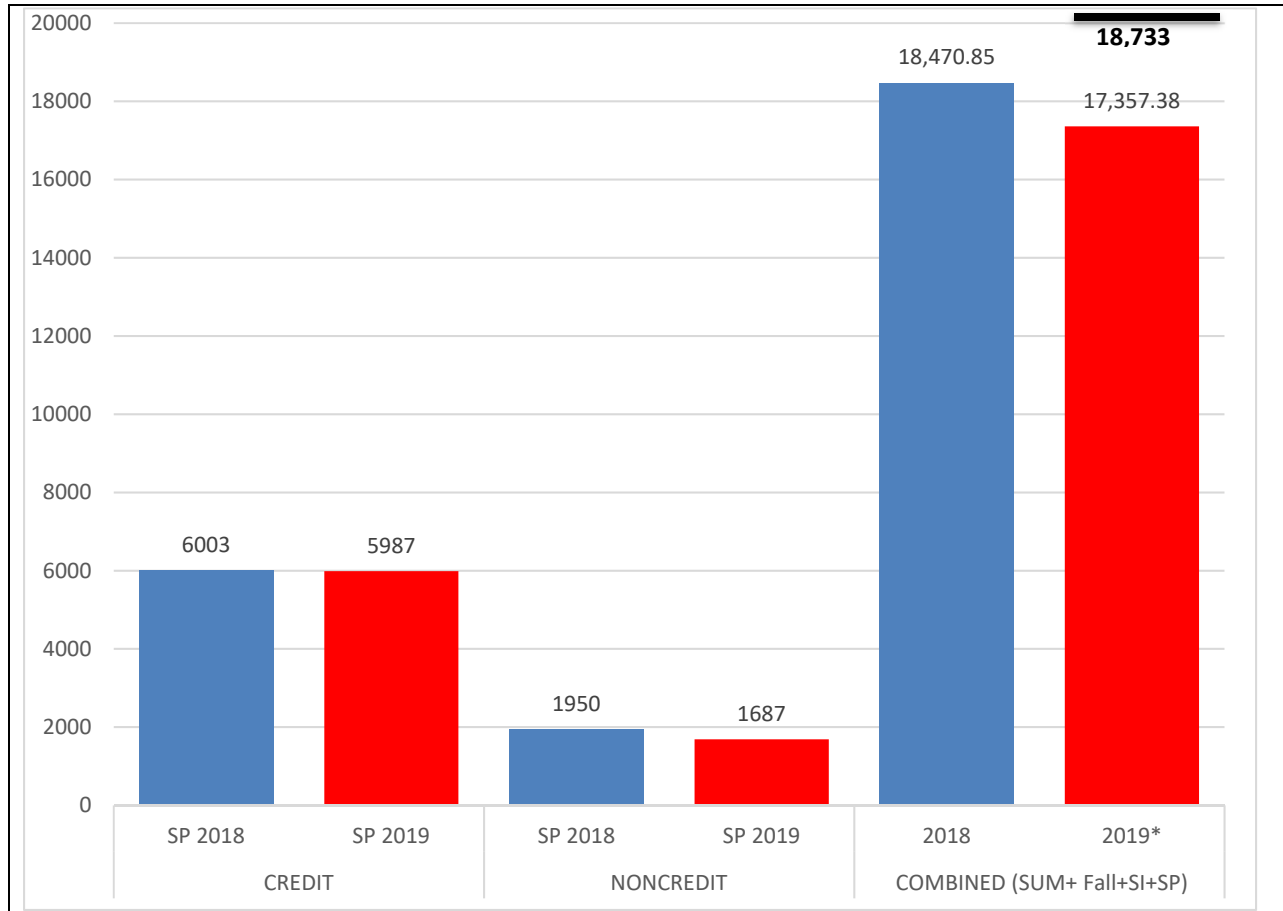
Approved: _____
Clerk of the Board

Minutes approved: July 15, 2019



SAC 2018/2019 Spring Enrollment Report

Date: 06/13/19



FTES Target

Terms	2018/2019	DIFF	PCT
Credit SPI Target	515.00		
Credit SPI Actual	564.00	49.00	9%
Credit SP Target	6721.00		
Credit SP Projection	6485.00	-236.00	-4%
Noncredit SP Target	2221.00		
Noncredit SP Projection**	1771.00	-450.00	-25%
Annual Target*	18773.00		
Annual Projection*	17933.00	-840.00	-5%

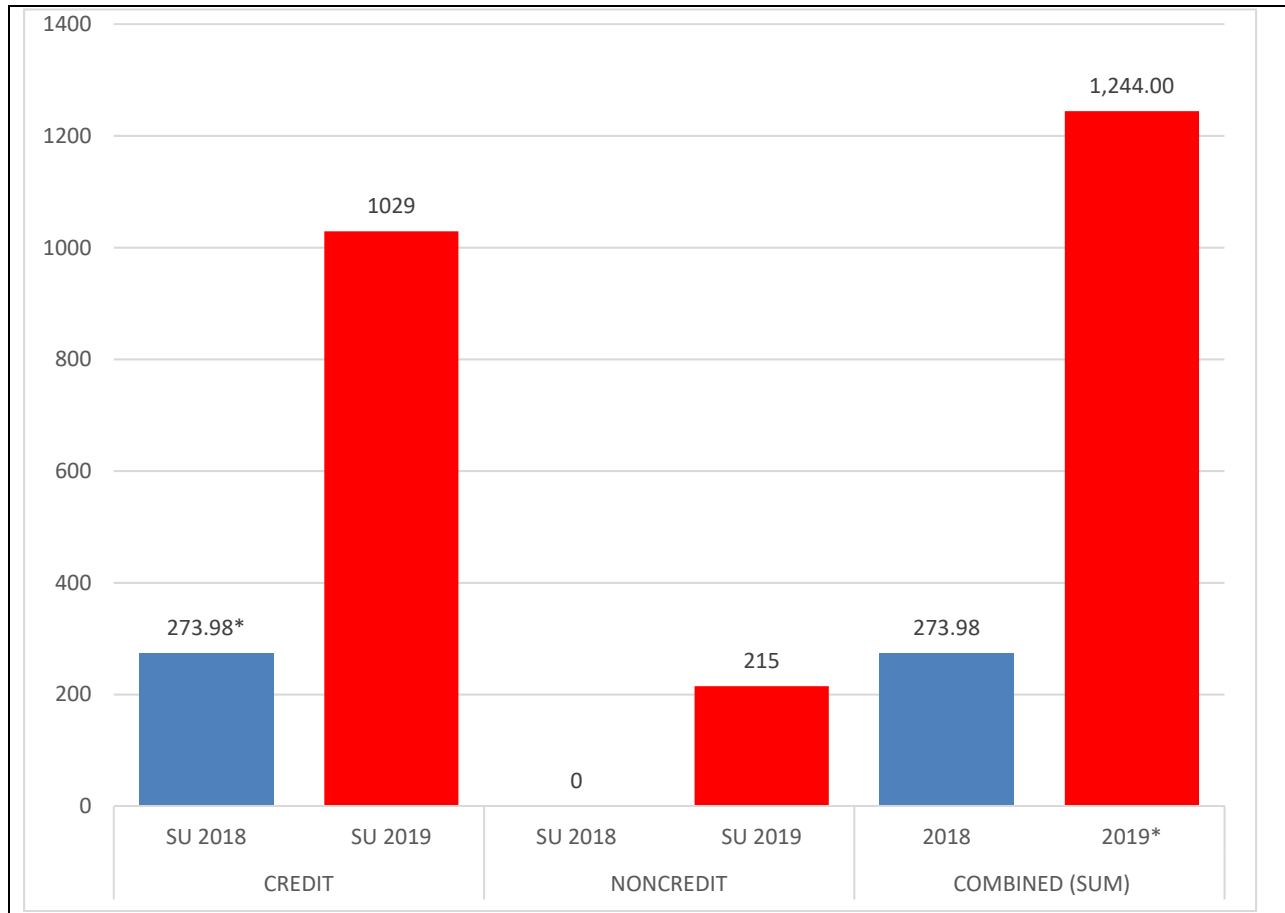
* Accounts for summer shift of 942.24 FTES to the 17/18 year from 18/19 which reduces the combined total compared to last year.

**An additional 350 Noncredit FTES is projected to be earned in 2019 SUN, which explains part of the FTES decline in 2019SPN on this report.



SAC 2019/2020 Summer Enrollment Report

Date: 06/13/19



FTES Target

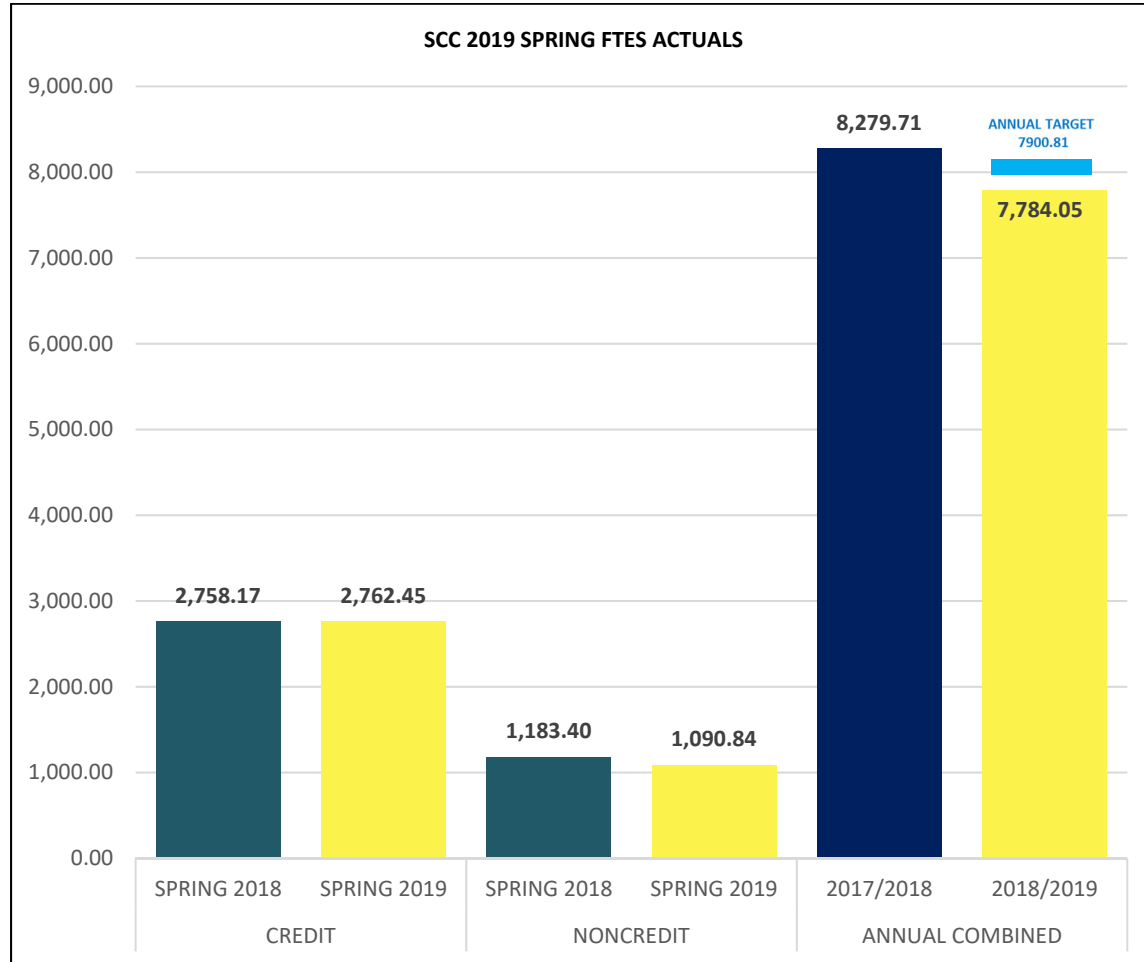
Terms	2019/2020	DIFF	PCT
Credit SU Target	1261.00		
Credit SU Projection	1261.00	0.00	0%
Noncredit SU Target	606.00		
Noncredit SU Projection	606.00	0.00	0%
Annual Target	19452.00		
Annual Projection	19452.00	0.00	0%

Notes:

*Accounts for summer shift of 942.34 FTES from 2018/2019 to 2017/2018 which decreased summer 2018 FTES as well as the 2018/2019 Annual Combined Total.



SCC 2018/2019 ENROLLMENT REPORT
6/13/19



FTES TARGETS

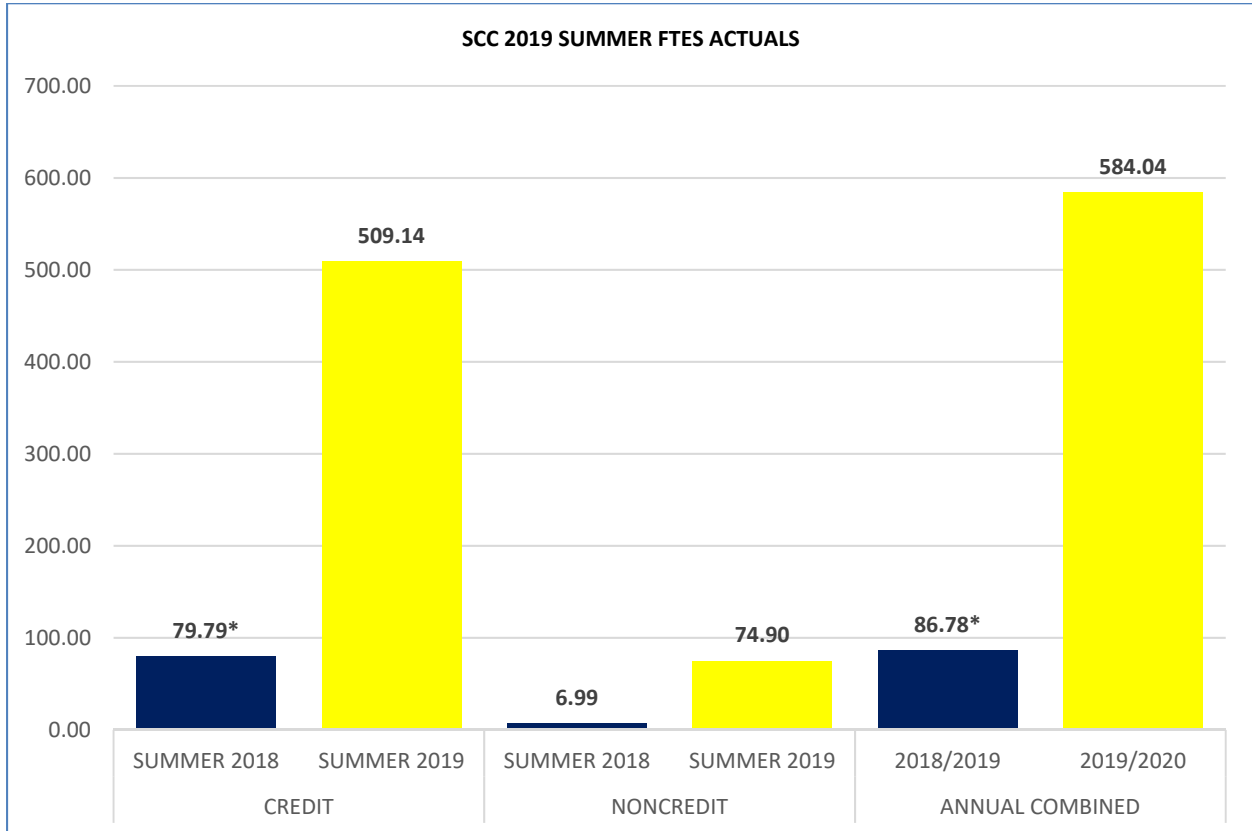
TERMS	2018/2019	DIFF	PCT
Credit Spring Target	2795		
Credit Spring Projection	2795	0	0%
Credit Spring Intersession Target	269.81		
Credit Spring Intersession Projection	297	27.19	10%
Noncredit Spring Target	1152		
Noncredit Spring Projection	1143	-9	-1%
Annual Target*	7900.81		
Annual Projection*	7848	-52.81	-1%

NOTES

*Accounts for summer shift of 450.66 FTES to the 2017/2018 year from 2018/2019 which reduces the Annual Combined Total compared to last year.



SCC 2019/2020 ENROLLMENT REPORT
6/13/13



FTES TARGETS

SUMMER TERM	2019/2020	DIFF	PCT
CREDIT TARGET	533		
CREDIT PROJECTION	533	0	0.0%
NONCREDIT TARGET	195		
NONCREDIT PROJECTION	195	0	0.0%
ANNUAL TARGET	8389		
ANNUAL PROJECTION	8389	0	0.0%

NOTES:

*Accounts for summer shift of 450.66 FTES shifted from 2018/19 to 2017/18 which decreased summer 2018 FTES as well as the 2018/2019 Annual Combined Total.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santiago Canyon College – President's Office

8045 E. Chapman Ave
Orange, CA 92869
(714) 628-4930 Office

Date: June 18, 2019
To: Dr. Raúl Rodríguez
From: Dr. John Hernandez, President, Santiago Canyon College
Subject: Response to Board Request

From Board President Phil Yarbrough

3.24 Approval of Three Year Renewal of Instructional Services Agreement with Goodwill Industries of Orange County (OC)

1. Is this program fiscally neutral in that all the cost is borne by the State of California as a categorical program? This is mostly job skills, not job training. Are we doing anything else with Goodwill to provide job training that leads directly to employment?
 - This program is fiscally neutral and actually generates a modest return on our investment. Under this agreement, RSCCD collects general fund apportionment from the State. The classes provided for this program fall in the category of Career Development and College Preparation (CDCP). The current rate is \$5,457 per CDCP FTES or \$10.39 per student attendance hour (one FTES equals 525 student attendance hours). Of the \$10.39, RSCCD reimburses Goodwill Industries \$2.75 and keeps the remaining balance of \$7.64. The cost to Goodwill Industries includes the instructor's salary whereas the cost to RSCCD is the indirect administrative costs to operate the program, which is minimal. To ensure that the instructor meets the minimum qualification to teach the program classes, he/she is processed as an employee by RSCCD but under this agreement is an employee of Goodwill Industries. RSCCD does not pay for any portion of the instructor's salary.
 - The Instructional Service Agreement between Goodwill Industries and SCC Division of Continuing Education is part of a multi-agency partnership to run a Project SEARCH Program. Project SEARCH is a national program that combines education and job skills training for adults with intellectual disabilities. The goal of the one-year program is for students to gain job skills that will lead to Competitive Integrated Employment (CIE). To be considered successful, 70% of students should be working in a job that is competitive and integrated within 18 months of completing the program. To-date, SCC's students have reached or exceeded the 70% employment goal. Organizations who have hired our students include CHOC Children's Hospital, UCI Medical Center, St. Jude Medical, Goodwill Industries, Pavilions, Village Green Foods, Ruff House Pet Care, and Bracken's Kitchen.

Here is a local news item about one of our graduates:

<https://spectrumnews1.com/ca/la-west/news/2019/02/07/organizations-partner-up-to-help-man-living-with-disability-achieve-his-dream>

From Trustee Zeke Hernandez

3.25 Approval of Classroom Lease Renewal with Orange Unified School District (OUSD)

3.26 Approval of Renewal of Memorandum of Understanding (MOU) for Bridge Program with Orange Unified School District

3.27 Approval of Renewal of Consulting Agreement with Orange Unified School District

1. If RSCCD allowed to waive fees for use of classroom(s) for Bridge Program and Consulting Agreement...Is there a way to also have classroom(s) fees waived for the Continuation Education courses (#3.25)?
 - There are two primary reasons we are not charged facility fees for the Bridge Program and Consulting Agreement: 1) the classes take place during OUSD normal operating hours and no additional OUSD staff is required to accommodate our needs; and 2) the students who attend these classes are mostly OUSD students or parents of OUSD students.

Item 3.25 is to obtain approval to pay OUSD a lease fee for evening classes for our adult students who may or may not have children who are OUSD students. Because the classes are in the evening, they require custodial assistance to open and lock gates as well as open, lock and clean classrooms and bathrooms. These are additional expenses that OUSD incurs for our holding classes outside of their normal operating hours. The lease rate is to reimburse OUSD for these costs.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Office of the Vice Chancellor - Business Operations/Fiscal Services

2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7340 – Office
(714) 796-3935 – Fax

Date: June 17, 2019
To: Dr. Raúl Rodríguez
From: Peter J. Hardash and Adam O'Connor
Subject: Responses to Board Requests

From Trustee Phillip Yarbrough

Here are my budget questions on the Tentative Budget (Item 4.3)

1. **Account 3200, Page 9, Question: 17-18 \$6.5m, 18-19 \$8.2m, 19-20 \$10.9m please explain these increases. State mandated?**
 - Line item 3200 accounts for the employer Public Employees' Retirement System (PERS) expenses. The cost of PERS (and STRS as well) as a percent of salary has been increasing each year since 2013/14. In 2017/18 the percent was 15.531%, in 2018/19 it was 18.062% and it is budgeted at 20.7% for 2019/20. As soon as the PERS actuary has completed the calculations, we anticipate a slight reduction in the cost for the Adopted Budget based on the final state budget. Page 85 of the Tentative Budget displays these increases and the cumulative cost increases to our budget. At this time, we expect at least five (5) additional years with cost increases.
2. **Account 3400, Page 9, Question: Health and Welfare Benefits**
 - This line item accounts for the costs of our employee and retiree medical coverage. We are estimating a 3.5% increase in the cost of premiums in the second half of the fiscal year 2019/20. RSCCD health benefit plans are on a January 1 to December 31 policy year. As a percentage of salaries, based on the estimated cost of all 1000 and 2000 accounts in 2018/19, the Health and Welfare account 3400 is 24.6% of salaries. The percentage for 2019/20 Tentative Budget is 25.4% of salaries or about a 3.3% increase.
3. **Account 5100, Page 10, Question: Explain how we go from \$24.2m in 17-18 to \$155.8 revised for that year, then to \$88.4m in 18-19 Est to \$137.3 19-20 Tent.**
 - The expense in this account has a direct relationship with the revenue earned in 8629 and is discussed in detail in question #10 below.
4. **Account 5800, Page 10, Question: Mr. Toad's Wild Ride has fewer turns and changes that this account. Please explain them.**
 - The expense in this account has a direct relationship with the revenue earned in 8629 and is discussed in detail in question #10 below. In addition, there are a number of grants that anticipate spending additional funds in this category in 2019/20, the largest of which include the CTE Strong Workforce Program, SSSP and Economic Workforce Development Key Talent Administration.

5. **Account 5900, Page 10, Question: I just need you to explain how the revised in 18-19 was almost seven times the expenses from the prior year, and why the 19-20 is almost the same from 18-19 Est.**
 - The expense in this account has a direct relationship with the revenue earned in 8629 and is discussed in detail in question #10 below. In addition, there are a number of grants that anticipate spending additional funds in this category in 2019/20, the largest of which include the CTE Strong Workforce Program, SSSP and Economic Workforce Development Key Talent Administration.

6. **Accounts 7930 & 7950, Page 11, Question: Explain the relationship to these accounts. Obviously we are shifting \$15m in 7950 budget stabilization to 7930 12.5% contingency. What is now our position in 7950, exposure? This was a budget item to deal with Gov. Davis' fantasy budgets and was kept on afterward, but if we shift all of it to 7930, what happens to our position of fiscal stability?**
 - At the November 20, 2018 the Board Fiscal/Audit Committee discussed and recommended to the full Board an increase in the Board Policy Contingency (7930) from 5% to 12.5% by transferring funds from the Budget Stabilization Fund (7950). The Board approved this increase to 7930 in Board Policy 6250 on February 25, 2019. This further solidifies our fiscal solvency with this higher reserve level.

7. **Account 8860, Page 13, Question: Does this drop in interest income in a rising interest rate market (as compared to last year) represent the \$15m added to 7930? If so, where is the interest earned in 7930? Explain the difference between Adopted Budget and Allocated Budget and Estimated Revenue/Expense. When is the Estimate Rev/Exp finalized (Actual)? I would like to see the percentage change from Tentative to prior year actual in the future.**
 - The “Adopted Budget” are the numbers the Board approves each year at the September Board meeting when the budget is officially adopted. The “Allocated Budget” takes into account any changes in the budget since the point of adoption and reflects the most up-to-date budget during the year. At Tentative Budget, we show “Estimated Rev/Exp” as the fiscal year is not complete yet. Our fiscal year ends June 30th and the final revenues and expenses are not known until our books are closed in early August. These actual, final revenues and expenses are included in the Adopted Budget. Regarding interest income, at the point we started our budget assumptions, we increased the interest income budget to \$1 million. We are currently updating our budget assumptions for the Adopted Budget. This budget will be increased due to additional anticipated interest income next year.

8. **Account 5800, Page 21, Question: Explain the increase to this category.**
 - The expense in this account has a direct relationship with the revenue earned in 8629 and is discussed in detail in question #10 below.

9. **Account 8170, Page 23, Question: Explain this increase and how it is being applied in relation to new state mandates. Does this also apply to 8659?**
 - 8170 funds are federal Carl D. Perkins funds for career education. SAC and SCC receive annual allocations based on certain metrics, and RSCCD was selected to serve as the fiscal agent for the 2018/19 Regional Consortia (\$2.1 million) grants which significantly increased the 8170.
 - RSCCD was awarded a number of fiscal agent grants that significantly increased the revenue in 8659. Funds are not allocated until the Chancellor’s Office (CO) directs the RSCCD to make awards, which means that not all funds have yet been encumbered through sub-awards. If sub-awards are not made, then the funds will not be spent. The payment process is according to the following cycle: sub-awardees submit invoices for payment to the CO, the CO approves, RSCCD pays, and then RSCCD invoices the CO for payment.

10. **Account 8629, Page 23, Question: Wow! You know what I'm going to ask. \$16m 17-18 to \$125.6m 19-20.**
 - RSCCD receives a number of Chancellor’s Office statewide fiscal agent pass-through grants under apportionment that are coded 8629: i.e., Strong Workforce Program (SWP) and Adult Education Block Grant (AEBG). SWP consists of about \$30 million for Regional Fund projects to LA and OC colleges, and \$3 million to SAC and SCC for local SWP projects, each year since 2016/2017.

In addition, RSCCD is the fiscal agent of the SWP K12 Pathway Improvement grant, with \$39 million awarded in 2018/19. Also, RSCCD receives about \$3 million for AEBG each year since 2016/2017. The \$140 million revenue listed on the revised budget for 2018/19 includes revenue for 2017/18 SWP Regional and Local Funds that were not received in the prior year.

11. **Account 8891, Page 24, Question: What other local revenue are we receiving? Bond taxation?**
 - These local grants are for several small grants including the St. Joseph Clinical Training Grant, California Campus Catalyst Fund and the Tobacco-free College Program to name a few.
12. **Account 2100, Page 25, Question: There is a \$4.5m increase that I need to know how it emanated.**
 - This is in Restricted Fund 12, which accounts for all grants. If you compare the Tentative Budget to 2018/19 estimated expenses, there is a \$3.579 million increase. There are a number of grants that anticipate spending additional funds on classified salaries in 2019/20, the largest of which include the CTE Strong Workforce Program, SSSP and Economic Workforce Development Key Talent Administration.
13. **Accounts 3200/3300/3400, Page 25, Question: These three go from \$6.691m 17-18 to \$11.006m 19-20 or a 65.5% increase. Please explain these changes.**
 - Please see responses to Questions 1 and 2 above. In addition, line item 3300 accounts for 1.45% of all salaries for Medicare plus 6.2% of classified salaries for Social Security.
14. **Account 5100, Page 26, Question: \$22.5 17-18 to \$134.4m 19-20, please explain.**
 - The expense in this account has a direct relationship with the revenue earned in 8629 and is discussed in detail in question #10 above.
15. **Account 5800, Page 26, Question: Explain the increase please.**
 - The expense in this account has a direct relationship with the revenue earned in 8629 and is discussed in detail in question #10 above. In addition, there are a number of grants that anticipate spending additional funds in this category in 2019/20, the largest of which include the CTE Strong Workforce Program, SSSP and Economic Workforce Development Key Talent Administration.
16. **Account 5900, Page 26, Question: Explain the increase please.**
 - The expense in this account has a direct relationship with the revenue earned in 8629 and is discussed in detail in question #10 below. In addition, there are a number of grants that anticipate spending additional funds in this category in 2019/20, the largest of which include the CTE Strong Workforce Program, SSSP and Economic Workforce Development Key Talent Administration.
17. **Account 7600, Page 27, Question: Why does Other Student Aid almost double in the past two years?**
 - There are a number of restricted grants/projects that budget for student aid. The largest increases are in the California College Promise, Pell Grants, Upward Bound and Veterans Resource Center Grant programs.
18. **Account 8699, Page 28, Question: Did this category change into this from another category, or is this something new?**
 - Beginning in 2015/16, GASB 68 requires districts to book its proportional share of the state's contribution to CalSTRS on behalf of Local Education Agency (LEA) employees. It is referred to as "STRS on-behalf" and has amounted to approximately \$4.2 million, though we anticipate this amount may increase at Adopted Budget. CalSTRS provides this calculated amount. The accounting entry books both revenue and expense, and has no effect on our budget overall. Line item 3100 on page 29 is where the corresponding expense side is booked.
19. **Account 1300, Page 29, Question: What is happening in Instructional Salaries?**
 - This account is in Fund 13 (one-time unrestricted general fund). Both colleges are budgeting a portion of their carryover funds to augment their ongoing budgets for part-time faculty, which can be found on page 20.

20. Account 5900, Page 42, Question: Is this new expense ongoing?

- No this is not a new ongoing expense in the Child Development fund. We receive our state grant from California Department of Education. They encourage contractors to keep a portion of the total contracts in reserve and we currently have 2.91% (\$136,860) as a set aside to remain available if we need to supplement the contract.

21. Account 8651, Page 44, Question: I've not seen a bigger percentage increase since I change the reporting to reflect percentage change. 146.136%! Please explain the background of our new reigning champion.

- This account reflects income from the state for construction projects. In 2019/20 we are reflecting the entire state match allocation of \$20,729,000 for the Russell Hall Replacement project (Health Sciences). This \$14,175 received in 2018/19 is the reimbursement for Claim No. 1 associated with this project. The state only reimburses the District on a claim basis not in a lump sum. We have submitted a total of 4 claims to the State (it is done quarterly), but to date we have only been reimbursed for the first claim. We still have outstanding claims owed to District in the amount of \$1,048,624 for the 2018/19 fiscal year.

22. Account 8890, Page 44, Question: Does this represent the finalization of Measure E?

- Measure E was accounted for in Fund 42, which is now closed. This account accumulates miscellaneous revenue in the Capital Outlay Fund and typically has a very small amount of utility credits and other surcharges. In 2017/18 the revenue was more due to a contractor settlement check deposited to this account.

23. Account Various, Pages 46-47, Question: Am I correct in assuming that most of these changes are the result of SAC remodeling?

- Fund 41 covers all district capital outlay costs (other than bond projects) for projects at SAC, SCC, District Office and any other district property. Projects change from year to year and include allocations for State Scheduled Maintenance, locally funded projects, energy conservation projects, and redevelopment (RDA) funded projects.

24. Account 6254, Page 47, Question: Is this razing of the OEC?

- Yes, this preliminary budget is specifically for the building demolition and any site underground demolition that may be needed in the future at OEC. This budget is still part of the total OEC budget for the project but only reflects the category of demolition. Please note that this budget may be changed in the future and/or any remaining dollars may be reallocated to other costs within the total OEC project budget.

25. Accounts 6900 & 7920, Page 48, Question: Explain these contingency budgets (SAC?)

- 6900 Project Contingencies is a budget category that is used for each project when developing a total project budget for capital construction projects. Each of the project budgets typically has a 10% construction contingency and 6-8% project/design contingency at the beginning of a project and is a preliminary planning budget that is reduced over the life of the project. The 6900 category reflects the total cumulative contingencies budgeted for all active and current projects in Fund 41.
- 7920 Restricted Contingency is a category that is used for future project budgets and is allocated when a specific project budget is developed. There are several projects in planning in the queue where budgets have yet to be developed. Also, when unused project contingencies are not fully utilized, it returns to the restricted contingency to be reallocated/utilized for other future project budgets.

26. Account - Other Oper, Page 91, Question: \$42.3 17-18 to \$108.6 18-19 to \$164.2 19-20. This is the 5800 & 5900 accounts, aren't they? Please explain these increases.

- This line item accounts for all 5000 expenses in Funds 11, 12 and 13, which include 5800 and 5900, but also 5100 which accounts for the greatest differences and again relates to the response given in question #10 along with a number of grants that anticipate spending additional funds in these categories in 2019/20, the largest of which include the CTE Strong Workforce Program, SSSP and Economic Workforce Development Key Talent Administration.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Office of the Vice Chancellor - Business Operations/Fiscal Services

2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7340 – Office
(714) 796-3935 – Fax

Date: June 17, 2019
To: Dr. Raúl Rodríguez
From: Peter J. Hardash and Adam O'Connor
Subject: Responses to Board Requests

From Trustee Zeke Hernandez

4.4 Adoption of Resolution No. 19-12 regarding Public Agencies Post-employment Benefits Trust Administered by Public Agency Retirement Services (PARS) and Approval of Request for Proposal (RFP) #1366 Irrevocable Trust Management

I fully understand my support and the need for the Trust ... as we supported through the committee process. My questions deals with the selection of entity.

How is this different (better) than the CALPERS-CERBT proposal?

- The evaluation committee, which included representatives from CSEA 579, CSEA 888, FARSCCD, Human Resources and Business Operations/Fiscal Services reviewed and evaluated all proposals and after review recommended PARS as the proposal that best met the district's needs. This recommendation was based on the low fees, consistent returns, flexibility offered, references from other districts and our own experience with PARS, which offers our Social Security Alternative plan and provides excellent customer service. The Orange County Treasurer was also consulted throughout the process and concurred with this recommendation.

Are we shying away from CALPERS because of it being CALPERS? Understandable, if yes.

- As stated above, the committee reviewed all five proposals and believes the PARS proposal best meets the district's needs.

Although it is part of regular language in agreement, is it realistic that contract can be terminated in 30 days and funds closed out within this period of time.

- We don't anticipate needing to terminate this contract, but if for some reason we did need to terminate, PARS would be obligated to close out within this 30 day period.

I ask this - If it is clear that the return is not as they should be or that there are additional fees that make the returns less than what could be anticipated/gained. As there are additional fees not exactly spelled out (Management, Trustee)?

- The 0.22078% fee as stated on the chart includes trust administration, investment management, and trustee fees. There are no other fees and they guarantee the fees will not increase for this three-year term. In fact, as our deposits to the trust increase, the percentage charged for fees will actually decrease. The expense ratios in the funds invested are net of the returns shown. The district will be starting our investment in the Balanced Strategy which shows a very low 0.08% expense ratio. Since this comparison was made, PARS latest portfolio overview as of March 31, 2019 shows the three-year return of 7.62% and ten-year return of 10.61%. The Orange County Treasury currently is earning only 2.02%.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Office of the Vice Chancellor – Educational Services

Date: June 17, 2019
To: Dr. Raúl Rodríguez
From: Enrique Perez, J.D.
Subject: Responses to Board Requests for June 17, 2019 Docket

From Trustee Zeke Hernandez

5.12 Approval of Amendment to Research Contract with Cambridge West Partnership, LLC (CWP)

Are the items listed under "Analysis" the changes to the current contract being added on to the original contract work?

No. This amendment only corrects the commencement date in the contract which was erroneously included as February 1, 2019 (Article III, Section 1) to the correct date of January 1, 2019. Nothing else is being amended or added to the original contract. The scope of work was completed in May 2019. The Analysis on the docket cover sheet was included to summarize the items addressed by the original contract. The Analysis should have been clearer that these items had been addressed and not that they “will” be addressed.

What was the contract period since it states that work started in January 2019 6 months later we are adding more stipulations? What was amount of original contract, has the approved budget impact been changed (\$35K)?

The commencement date in the contract was erroneously included as February 1, 2019 (Article III, Section 1). It should have been included as January 1, 2019. The correct contract period was January 1, 2019 – May 31, 2019. The scope of work was completed in May 2019 and nothing else is being amended or added to the original contract. The original contract was not to exceed \$35,000. The total amount paid was \$32,550.

The scope of work (Project Proposal) states completion of work is May 31, 2019? We are passed this date?

Yes. The scope of work was completed in May 2019.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Office of the Vice Chancellor - Business Operations/Fiscal Services

2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7340 – Office
(714) 796-3935 – Fax

Date: June 17, 2019
To: Dr. Raúl Rodríguez
From: Peter J. Hardash
Subject: Response to Board Requests

From Trustee Phillip Yarbrough

What day did we receive the Bond Measure Feasibility Study from True North?

- The Bond Measure Feasibility Study from True North was received on June 3, 2019. The report was forwarded and shared with Chancellor's Cabinet on June 3, 2019.

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

Board of Trustees
(Special meeting)

Monday, June 25, 2019

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 6:00 p.m. by Mr. Phillip Yarbrough. Other members present were Ms. Claudia Alvarez , Ms. Arianna Barrios, Mr. John Hanna, Mr. Zeke Hernandez, Mr. Larry Labrado, and Ms. Nelida Mendoza.

An administrator present during the special meeting was Ms. Tracie Green. 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. Phillip Yarbrough, President, Rancho Santiago Community College District.

1.3 Approval of Additions or Corrections to Agenda

There were no additions or corrections to the agenda.

1.4 Public Comment

There were no public comments

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Review of Bond Polling Results

This item was presented as an informational item. Discussion ensued. Ms. Barrios asked that the questions she asked in an email dated June 19, 2019, be included in the minutes.

RECESS TO CLOSED SESSION

The board convened into closed session at 6:21 p.m. to consider the following item:

1. Public Employee Performance Evaluation (pursuant to Government Code Section 54957)
 - a. Chancellor Goals

RECONVENE

The board reconvened at 7:20 p.m.

Closed Session Report

Mr. Yarbrough indicated that the board discussed the abovementioned item but there was nothing to report.

Public Comment

There were no public comments.

3.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on July 15, 2019.

There being no further business, Mr. Yarbrough declared the meeting adjourned at 7:20 p.m.

Respectfully submitted,

Marvin Martinez
Chancellor

Approved: _____
Clerk of the Board

Minutes approved: July 15, 2019

From: Arianna Barrios
To: [Gerard, Debra](#)
Cc: Phillip Yarbrough
Subject: Re: Special Board Meeting - 06/27/2019
Date: Wednesday, June 19, 2019 11:20:57 AM

I can do that date/time.

Will the new Chancellor be on Board by that date? If not, I'm not sure its advisable to create his goals without a full conversation with him first.

Also – if we schedule this meeting, I have specific question before the meeting.

- When did we vote to conduct the poll – please provide specifics of the action. What
- was the cost of the polling effort?

- In addition to the polling information does the District have the following current information (and if not, I am specifically calling for it to be presented):
 - Facilities Condition Survey for all buildings / all campuses
 - Facilities Capacity and/or Utilization Report for all buildings / all campuses
 - **Total** Tax Obligation for every TRA in our District – can be done by grid – To include all obligations, RSCCD, City, K-12 Districts, Water Districts, etc.)

Thank you
Arianna Barrios

From: "Gerard, Debra"
Date: Wednesday, June 19, 2019 at 10:17 AM
To: Arianna Barrios, Claudia Alvarez, John Hanna, Larry Labrado, Nelida Mendoza, Phil Yarbrough, Zeke Hernandez
Cc: "Martinez, Marvin" "Lucarelli, Anita"
Subject: Special Board Meeting - 06/27/2019

Trustees,

Board President Yarbrough would like to convene a special board meeting on **Thursday, June 27 at 4:30 p.m.** to discuss the following:

1. Chancellor's Goals (closed session)
2. Bond Polling Results (open session)

We would appreciate if you would **confirm back to us that you will be able to attend the meeting** so that we may make meeting arrangements and publish the agenda.

We will confirm the meeting as soon as we've heard back from all trustees. Thank you for your prompt response to this message.

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

To: Board of Trustees	Date: July 15, 2019
Re: Approval of Educational Affiliation Agreement Renewal with TheraGen, LLC	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

This educational affiliation agreement renewal with TheraGen, LLC covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This educational affiliation agreement renewal with TheraGen, LLC shall be effective for five (5) years or until termination by written notice of either party. Dr. Simon B. Hoffman and college staff have reviewed this educational affiliation agreement renewal with TheraGen, LCC. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this educational affiliation agreement renewal with TheraGen, LLC, located in Santa Ana, California, as presented.

Fiscal Impact:	None	Board Date: July 15, 2019
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Timothy Winchell, Ph.D., Acting Dean, Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

EDUCATIONAL AFFILIATION AGREEMENT

Occupational Therapy Assistant Program

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency ("District") located at 2323 North Broadway, Santa Ana, California on behalf of the Santa Ana College Occupational Therapy Assistant Program ("College") and TheraGen, LLC ("Clinical Facility"), located at 6 Hutton Centre Drive Suite 400, Santa Ana CA 92707

PART I. BASIS AND PURPOSE OF AGREEMENT

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES OF DISTRICT

A. For the Program in General

1. District will assume full responsibility for offering Occupational Therapy Assistant Program education programs eligible for accreditation by the appropriate State Board.
2. District shall inform The Occupational Therapy Assistant Program students of any requirement for background checks and their responsibility of payment.
3. College agrees to designate a coordinator for program.

B. For Program Planning

1. District will initiate the development of mutually acceptable clinical instruction plans for using the Clinical Facility's areas to meet the educational goals of Occupational Therapy Assistant Program curricula. These plans will be made available to the Clinical Facility at a mutually agreed upon time prior to the beginning of the school

term and subject to revision in instances of conflicts with Clinical Facility patient care responsibilities and/or District interests.

2. District has the privilege of regularly scheduled meetings with Clinical Facility staff, including both selected Clinical Facility personnel and administrative level representatives for the purpose of interpreting, discussing, and evaluating the educational program in occupational therapy.

C. For Occupational Therapy Assistant Program Students

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

PART III. GENERAL RESPONSIBILITIES OF THE CLINICAL FACILITY

A. For the Program in General

1. Will serve as a clinical laboratory, which meets the standards of generally recognized professional accrediting agencies, including all laws and regulations governing the practice of occupational therapy and shall provide an adequate number of qualified staff for the clinical education activities of students selected for clinical experience at facility
2. The administration of the service and patient care at the Clinical Facility shall be the responsibility of and under the control and supervision of the Clinical Facility and shall be administered through the Clinical Facility and shall be administered through the Clinical Facility staff.
3. The Clinical Facility will designate a staff member who will function as Education Coordinator for Occupational Therapy Assistant Program education uses of the Clinical Facility facilities, including joint planning and representatives of all involved Occupational Therapy Assistant Program programs.
4. The Clinical Facility will provide orientation for students and faculty to familiarize them with Clinical Facility policies and facilities before assigning them to duties at the Clinical Facility.
5. The Clinical Facility will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
6. The Clinical Facility will permit the faculty and students of the District to use its

patient care and patient service facilities for clinical education according to approved curricula.

7. The Clinical Facility will confer with the District prior to making a commitment for new or expanded use of its clinical facilities by any other Occupational Therapy Assistant Program that interfere with current student placement.

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. Insurance:

1. Insurance Carried by the District. District shall, at its sole cost and expense, insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain a program of insurance as follows
 - a. 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.

- b. Professional liability insurance for each student participating in the rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate,
- c. Statutory Workers' Compensation coverage for staff and students participating in the rotation.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled, modified, or reduced except after thirty (30) days' prior to written notice.
- e. District will provide Clinical Facility Certificates of Insurance evidencing such coverage upon request.

2. Insurance Carried by Clinical Facility. Clinical Facility shall, at its sole cost and expense, insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain a program of insurance as follows:

- a. Comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least three million dollars (\$3,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate.
- b. Professional liability insurance for itself and each of its employee(s), partners, and/or representatives providing professional services at Clinical Facility, in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate
- c. Workers' Compensation insurance covering Clinical Facility's full liability as required by California law.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled, modified, or reduced except after thirty (30) days' prior to written notice.
- e. Clinical Facility will provide District Certificates of Insurance evidencing such coverage upon request.

C. **Indemnification**

The District shall defend, indemnify and hold Clinic Facility harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, agents, employees, Students, or District Instructors (if applicable).

Clinic Facility shall defend, indemnify and hold the District harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages are

caused by or result from the negligent or intentional acts or omissions of Clinical Facility, its officers, agents, or employees.

PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

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

PART VI. PERIOD OF AGREEMENT, TERMINATION

- A. This agreement shall be binding and deemed effective on the date which this Agreement first becomes fully executed by all Parties hereto and shall remain in effect **for five (5) years** after that date unless sooner terminated by either party in accordance with this section.
- B. Either party may terminate this Agreement without cause by giving thirty (30) days prior written notice to the other party of its intention to terminate. In the event a rotation is in progress, any written notice to terminate with or without cause shall become effective at the expiration of the rotation.
- C. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party. If the breach is not cured, the Agreement shall terminate at the end of the thirty day period.
- D. Notwithstanding the foregoing, in the event the Program is discontinued by District during its Term, this Agreement shall immediately terminate without further action by the parties hereto.

PART VII OTHER TERMS

- A. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
- B. Nondiscrimination. The parties agree not to discriminate in the selection, placement or evaluation of any student or faculty member because of race, creed, national origin, religion,

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SAC OTA Standard Agreement_01-2019

sex, marital status, age, handicap, and/or medical condition. The Rancho Santiago Community College District complies with all Federal and state rules and regulations and does not discriminate on the basis of race, color, national origin, gender or disability. This holds true for all students who are interested in participating in educational programs and/or extracurricular school activities. Harassment of any employee/student with regard to race, color, national origin, gender or disability is strictly prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to District's Title IX Officer and/or Section 504/ADA Coordinator

- C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic or facsimile signature shall be deemed an original.
- D. Notices. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U. S. mail. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of three (3) days after mailing.

To Clinical Facility:

TheraGen, LLC
6 Hutton Centre Drive Suite 400
Santa Ana, CA 92707

To College:

Santa Ana College
Attn: OTA Academic Fieldwork Coordinator
1530 West 17th Street
Santa Ana, CA 92706

With a copy to:


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

- E. 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.

SAC 19-023

SAC OTA Standard Agreement_01-2019

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

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

Clinical Facility:
TheraGen, LLC
6 Hutton Centre Drive
Suite 400
Santa Ana, CA 92707

Peter J. Hardash
Vice Chancellor
Business Operations/Fiscal Services



Lois A Mastrocola
CFO

Date

5/22/19

Date

Addendum to Agreement

Notwithstanding anything contained in the attached Agreement to the contrary, the following terms and conditions shall prevail and apply and all parties to the Agreement shall be bound thereby:

1. Program Coordination and Supervision. The District, School, University or College that is a party to this Agreement will furnish a fieldwork coordinator, program director or equivalent person who will be accountable for the students while at the subject skilled nursing facility and will also be responsible for planning and coordinating the activities of said students with the appropriate designated supervisor of the subject skilled nursing facility.
2. Termination. Either party to this Agreement may, in its sole discretion, terminate this Agreement with or without cause by giving the other party at least 30 days' prior written notice. In the event the Agreement is terminated for cause, all of the obligations of the terminating party shall be waived immediately upon written notice of termination. In the event of termination without cause, the parties agree to fulfill their respective obligations associated with the current term or semester prior to such termination becoming effective.
3. Course Postponement. Under certain circumstances, such as during a government survey, the Facility shall have the right in its sole discretion to cancel fieldwork for certain days in the facility.
4. Physical Requirements. The District, School, University or College shall require (i) that any students subject to this Agreement successfully complete Cardiopulmonary Resuscitation (CPR) certification prior to their clinical participation at the subject facility, (ii) that any students subject to this Agreement undergo a physical examination within twelve (12) months prior to their clinical participation at the subject facility including the following : (a) PPD or Tine test, which if positive, will be followed with a chest x-ray to exclude the possibility of active tuberculosis, and (b) evidence of current immunizations including measles and a positive titer to Rubella or vaccination against same.
5. District, School or College Insurance. The District, School, University or College shall carry and maintain (i) a commercial general liability insurance policy with limits of liability equal to at least Three Million Dollars (\$3,000,000) per occurrence covering faculty members and students of the District, School, University or College during assignment in the subject facility, and (ii) Workers' Compensation insurance with statutory limits of liability covering faculty and employees of the District, School, University or College during assignment in the subject facility. A certificate of insurance shall be provided to the subject facility as evidence of the above insurance coverage.
6. Student Insurance. Each student of the District, School, University or College who enters the subject facility shall carry professional malpractice insurance with a limit of liability of at least One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. The District, School, University or College shall verify that the student has an insurance certificate on file and shall indemnify the subject facility against any losses resulting to the subject facility as a result of any student not having current, valid professional malpractice insurance. A certificate of insurance shall be provided to the subject facility as evidence of the above insurance coverage.

Initials

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Initials

7. **Indemnification.** The District, School, University or College agrees to defend, indemnify and hold the subject facility (including its owners, officers, directors, agents and employees) harmless from any and all liabilities, losses, costs, citations, damages, obligations, claims, settlements, payments, awards, judgments, fines, interest, charges, expenses (including attorney's fees and costs), disbursements, damages, deficiency, or other charges incurred or required to be paid due to any claim arising out of or resulting from (i) any failure by District, School, University or College (including its students, employees, contractors or agents) to perform its obligations hereunder, (ii) any failure by District, School, University or College (including its students, employees, contractors or agents) to perform its obligations herein in accordance with all applicable requirements of federal, state or local law, rule or regulation, or (iii) any negligence or misconduct by the District, School, University or College (including its students, employees, contractors or agents).

The subject facility agrees to indemnify and hold the District, School, University or College (including its employees, contractors or agents) harmless from any and all liabilities, losses, costs, citations, damages, obligations, expenses (including attorney's fees and costs) arising out of or resulting from (i) any failure by the subject facility or its employees to perform its obligations hereunder, (ii) any failure of the subject facility or its employees to perform its obligations herein in accordance with all applicable requirements of federal, state or local law, rule or regulation, or (iii) any negligence or misconduct of the subject facility or its employees.

8. **HIPAA Compliance.** Both parties agree to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated there under including without limitation the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Privacy Regulations") and the federal security standards as contained in 45 CFR Part 142 (the "Federal Security Regulations"). Both parties agree not to use or further disclose any protected health information, as defined in 45 CFR 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the "Protected Health Information"), concerning a patient other than as permitted by this Agreement and the requirements of HIPAA or regulations promulgated under HIPAA including without limitation the Federal Privacy Regulations and the Federal Security Regulations. Both parties will implement appropriate safeguards to prevent the use or disclosure of a patient's Protected Health Information other than as provided for by this Agreement. The District, School, University or College agrees to educate its students relating the foregoing HIPAA requirements and inform them of their legal obligations thereto.

9. **Return of Executed Contract.** A copy of a fully executed Agreement, including this Addendum, must be delivered by the District, School or College to 6 Hutton Centre Drive, St 400, Santa Ana, CA 92707 (att: Legal Counsel) prior to the commencement of this Agreement.

10. **Non-Employee Status.** This Agreement is not intended and shall not be construed to create any relationship of agency, servant, employee, partnership, joint venture or association between the parties.

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Initials

(Page 2 of 2 of Addendum to Agreement)

SAC 19-023

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

To: Board of Trustees	Date: July 15, 2019
Re: Approval of Educational Affiliation Agreement Renewal with California Hand Therapy	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

This educational affiliation agreement renewal with California Hand Therapy covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This educational affiliation agreement renewal with California Hand Therapy shall be effective for five (5) years or until termination by written notice of either party. Dr. Simon B. Hoffman and college staff have reviewed this educational affiliation agreement renewal with California Hand Therapy. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this educational affiliation agreement renewal with California Hand Therapy, located in Newport Beach, California, as presented.

Fiscal Impact: None	Board Date: July 15, 2019
Prepared by: Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Timothy Winchell, Ph.D., Acting Dean, Human Services & Technology	
Submitted by: Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by: Marvin Martinez, Chancellor, RSCCD	

EDUCATIONAL AFFILIATION AGREEMENT

Occupational Therapy Assistant Program

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California on behalf of the Santa Ana College Occupational Therapy Assistant Program (“College”) and California Hand Therapy (“Clinical Facility”), located at 200 Newport Center Dr. #213, Newport Beach, CA 92660.

PART I. BASIS AND PURPOSE OF AGREEMENT

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES OF DISTRICT

A. For the Program in General

1. District will assume full responsibility for offering Occupational Therapy Assistant Program education programs eligible for accreditation by the appropriate State Board.
2. District shall inform The Occupational Therapy Assistant Program students of any requirement for background checks and their responsibility of payment.
3. College agrees to designate a coordinator for program.

B. For Program Planning

1. District will initiate the development of mutually acceptable clinical instruction plans for using the Clinical Facility's areas to meet the educational goals of Occupational Therapy Assistant Program curricula. These plans will be made available to the Clinical Facility at a mutually agreed upon time prior to the

beginning of the school term and subject to revision in instances of conflicts with Clinical Facility patient care responsibilities and/or District interests.

2. District has the privilege of regularly scheduled meetings with Clinical Facility staff, including both selected Clinical Facility personnel and administrative level representatives for the purpose of interpreting, discussing, and evaluating the educational program in occupational therapy.
- C. For Occupational Therapy Assistant Program Students
1. District will be responsible for assuring that Occupational Therapy Assistant Program students assigned to the Clinical Facility for clinical instruction meet both District and Clinical Facility standards of health and physical fitness, and shall provide certification that the Occupational Therapy Assistant Program students have been immunized against the common communicable diseases.

PART III. **GENERAL RESPONSIBILITIES OF THE CLINICAL FACILITY**

- A. For the Program in General
1. Will serve as a clinical laboratory that meets the standards of generally recognized professional accrediting agencies, including all laws and regulations governing the practice of occupational therapy and shall provide an adequate number of qualified staff for the clinical education activities of students selected for clinical experience at facility
 2. The administration of the service and patient care at the Clinical Facility shall be the responsibility of and under the control and supervision of the Clinical Facility and shall be administered through the Clinical Facility and shall be administered through the Clinical Facility staff.
 3. The Clinical Facility will designate a staff member who will function as Education Coordinator for Occupational Therapy Assistant Program education uses of the Clinical Facility facilities, including joint planning and representatives of all involved Occupational Therapy Assistant Program programs.
 4. The Clinical Facility will provide orientation for students and faculty to familiarize them with Clinical Facility policies and facilities before assigning them to duties at the Clinical Facility.
 5. The Clinical Facility will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.

6. The Clinical Facility will permit the faculty and students of the District to use its patient care and patient service facilities for clinical education according to approved curricula.
7. The Clinical Facility will confer with the District prior to making a commitment for new or expanded use of its clinical facilities by any other Occupational Therapy Assistant Program that interfere with current student placement.

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV. **JOINT RESPONSIBILITIES AND PRIVILEGES**

A. Insurance:

1. Insurance Carried by the District. District shall, at its sole cost and expense, insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain a program of insurance as follows

- a. 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.
 - b. Professional liability insurance for each student participating in the rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate,
 - c. Statutory Workers' Compensation coverage for staff and students participating in the rotation.
 - d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled, modified, or reduced except after thirty (30) days' prior to written notice.
 - e. District will provide Clinical Facility Certificates of Insurance evidencing such coverage upon request.
2. Insurance Carried by Clinical Facility. Clinical Facility shall, at its sole cost and expense, insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain a program of insurance as follows:
- a. 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.
 - b. Professional liability insurance for itself and each of its employee(s), partners, and/or representatives providing professional services at Clinical Facility, in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate
 - c. Workers' Compensation insurance covering Clinical Facility's full liability as required by California law.
 - d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled, modified, or reduced except after thirty (30) days' prior to written notice.
 - e. Clinical Facility will provide District Certificates of Insurance evidencing such coverage upon request.

C. Indemnification

The District shall defend, indemnify and hold Clinic Facility harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, agents, employees, Students, or District Instructors (if applicable).

Clinic Facility shall defend, indemnify and hold the District harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages

arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Clinical Facility, its officers, agents, or employees.

PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

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

PART VI. PERIOD OF AGREEMENT, TERMINATION

- A. This agreement shall be binding and deemed effective on the date which this Agreement first becomes fully executed by all Parties hereto and shall remain in effect **for five (5) years** after that date unless sooner terminated by either party in accordance with this section.
- B. Either party may terminate this Agreement without cause by giving thirty (30) days prior written notice to the other party of its intention to terminate. In the event a rotation is in progress, any written notice to terminate with or without cause shall become effective at the expiration of the rotation.
- C. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party. If the breach is not cured, the Agreement shall terminate at the end of the thirty day period.
- D. Notwithstanding the foregoing, in the event the Program is discontinued by District during its Term, this Agreement shall immediately terminate without further action by the parties hereto.

PART VII OTHER TERMS

- A. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of California.

- B. Nondiscrimination. The parties agree not to discriminate in the selection, placement or evaluation of any student or faculty member because of race, creed, national origin, religion, sex, marital status, age, handicap, and/or medical condition. The Rancho Santiago Community College District complies with all Federal and state rules and regulations and does not discriminate on the basis of race, color, national origin, gender or disability. This holds true for all students who are interested in participating in educational programs and/or extracurricular school activities. Harassment of any employee/student with regard to race, color, national origin, gender or disability is strictly prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to District's Title IX Officer and/or Section 504/ADA Coordinator
- C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic or facsimile signature shall be deemed an original.
- D. Notices. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U. S. mail. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of three (3) days after mailing.

To Clinical Facility:

California Hand Therapy
Attn: Ed Detels, President
200 Newport Center Dr. #213
Newport Beach, CA 92660

To College:

Santa Ana College
Attn: Academic Fieldwork Coordinator
1530 West 17th Street
Santa Ana, CA 92706

With a copy to:

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

- E. 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.

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

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

Clinical Facility:
California Hand Therapy
200 Newport Center Dr. #213
Newport Beach, CA 92660

Peter J. Hardash
Vice Chancellor
Business Operations/ Fiscal Services

Ed Detels
President

Date

Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santa Ana College and Santiago Canyon College – Student Services

To:	Board of Trustees	Date: July 15, 2019
Re:	Approval of Service Agreement Renewal between Rancho Santiago Community College District on Behalf of Santa Ana College and Santiago Canyon College with Quick Caption	
Action:	Request for Approval	

BACKGROUND

The American's with Disabilities Act and Section 504 of the Rehabilitation Act require community colleges to provide access to programs offered to all students. Often because of their physical limitations, students who are deaf and hard of hearing (DHH) cannot participate in their classes without the services of a sign language interpreter/captionist. RSCCD employs short term, hourly professional experts as sign language interpreters to provide this highly specialized service. The RSCCD currently holds a contract for this service with Quick Caption and is needed to meet the districts' legal obligation to provide reasonable accommodations to its eligible students.

ANALYSIS

The service agreement with Quick Caption will yield appropriately qualified interpreters/captionists on an as-needed basis. As the demand for interpreting/captioning hours decreases over the first few weeks of school, the contracted interpreters will be replaced with RSCCD hourly interpreters and the contract will be used only when staff cannot meet the need. The service agreement covers the scope of program, operations of the facility, as well as, insurance and other issues relating to liability for both parties. The agreement has been reviewed and approved by District and College staff. This agreement carries a fiscal impact of up to \$150,000 per academic year and is in effect for one year with the option to renew, unless otherwise terminated by either party.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Service Agreement Renewal between Rancho Santiago Community College District on behalf of Santa Ana College and Santiago Canyon College with Quick Caption, as presented.

Fiscal Impact:	Up to \$150,000 per academic year	Board Date: July 15, 2019
Prepared by:	Vaniethia Hubbard, Ed.D., Vice President of Student Services, SAC Syed Rizvi, Vice President of Student Services, SCC	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College John Hernandez, Ph.D., President, Santiago Canyon College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

Quick Caption Service Agreement

THIS SERVICE AGREEMENT dated this 16th day of July 2019.

BETWEEN:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT on behalf of
SANTA ANA COLLEGE AND SANTIAGO CANYON COLLEGE
(The "Customer")

-AND-

Quick Caption
4927 Arlington Avenue, Riverside, CA 92504
(The "Service Provider")

BACKGROUND:

- A. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services in connection with the business of the Customer.
- B. The Service Provider is agreeable to providing services to the Customer, on the terms and conditions as set out in this Agreement.

IN CONSIDERATION OF THE MATTERS DESCRIBED ABOVE AND OF THE MUTUAL BENEFITS AND OBLIGATIONS SET FORTH IN THE Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Engagement

The Customer hereby agrees to engage the Service Provider to provide the Customer with services consisting of American Sign Language interpreting for the Deaf and Hard of Hearing, and such other services as the Customer and the Service Provider may agree upon from time to time (other styles of sign language, i.e., CASE, PSE, SEE), or on-site real time captioning and the Service Provider hereby agrees to provide the services to the Customer.

Term of Agreement

The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect beginning July 16, 2019 until June 30, 2020 with the said term being capable of extension by mutual agreement of the parties.

Performance

Service Provider will provide sign language interpretation/ on-site real-time captioning services to deaf persons in a variety of settings and on campus as requested by Customer and adhere to the terms of this Agreement.

Compensation

For the services provided by the service provider under this Agreement, the Customer will pay to the service provider compensation in the following manner for Interpreting Services:

The Customer shall pay the Service Provider the total amount of \$70.00/hour with a two-hour minimum per interpreter for services. The need for two interpreters will be determined when courses exceed 2 hours and 5 minutes inclusive of a mandatory ten-minute break to be directed by the Customer. The Customer will pay to the service provider compensation in the following manner for Captioning Services: The Customer will pay the Service Provider the total of \$63.00/hour with a two-hour minimum per captionist for services. The need for two captionists will be determined at the time of customer request and used when agreed upon by both the Service Provider and Customer.

Any assignment over the two-hour minimum will be billed in fifteen-minute increments unless the Service Provider interpreter/captionist is late/late than the threshold of 2 hours, then will be billed for arrival time and not the 2-hour minimum.

Independent Contractor

It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services hereunder. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them.

Modification or Termination of Agreement

The Customer and or Service Provider may at any time for any reason terminate this agreement and compensate either party only for services rendered to the date of termination 30 days prior written notice by either party shall be sufficient to stop further performance of services. The notice shall be deemed given when received no later than three days after the date of mailing whichever is sooner.

Notices shall be sent to the RSCCD address, attention Vice Chancellor Business Operations/Fiscal Services with a copy of notice to the Santa Ana College DSPS Office attention Deaf and Hard of Hearing Services office. The DSPS/DHH Senior Interpreter will provide copies to our on campus partners, SCC DSPS and the Humanities and Social Sciences Division/ASL Department, etc.

Notices:

For Customer:

Rancho Santiago Community College District
Attn: Vice Chancellor, Business Operations & Fiscal Services
2323 N. Broadway
Santa Ana, CA 92706

With a copy to:

Santa Ana College
DSPS office, attention Deaf and Hard of Hearing Services
1530 W. 17th Street
Santa Ana, CA 92706

For Service Provider:

Quick Caption
4927 Arlington Avenue
Riverside, CA 92504

Confidentiality Clause

All work completed on behalf of Customer by Service Provider will be held confidential and confidentiality shall survive termination or expiration of Agreement.

Additional Clauses

Customer will strive to request interpreters from the Service Provider with seventy-two hours or more notice to ensure interpreters can be booked. This, however, does not guarantee an interpreter will be booked. **All cancellations made by Customer must be made to the Service Provider (Quick Caption) with forty-eight hours or more notice.** Customer will assume responsibility for payment should this cancellation be requested without proper notice.

Customer will assume payment responsibility should a student fail to attend an assignment in which an interpreter/captionist was requested. Customer may reassign a Service Provider interpreter/captionist dispatched for an assignment and exact time frame if original requested assignment is a no-show or late cancellation. Customer will not be held responsible to pay for service where an interpreter/captionist working for the Service Provider fails to “show up” for an assignment or refuses to be dispatched to an alternate assignment.

Extra time outside of requested assignment time needs to be “pre-approved” by Customer requesting entity. It will not be approved for a team of interpreters/captionists to both stay and bill for the extra time.

Service Provider interpreters/captionist shall wait the following time if no notification is given for an assignment where the student fails to show:

- 1 hour and 25 minute class, wait time = 20 minutes
- 2 hour and five minute class, wait time = 30 minutes
- 3 hours or more class, wait time = 1 hour

Services Provider interpreters/captionists shall communicate immediately to Service Provider after waiting allotted time to notify of the no-show.

Service Provider shall comply with all applicable federal, state and local laws, rules, regulations and ordinances including worker’s compensation.

The Service Provider recognizes Customer’s need for using only the most qualified interpreters/captionists in the delivery of said service and will utilize interpreters who possess a certification recognized and/or conferred by RID/NAD first and foremost. Service Provider will work cooperatively with Customer when determining if an interpreter is qualified for a particular class. All Service Provider contracted interpreters/captionists adhere to the Professional Code of Conduct set forth by RID.

Should an interpreter/captionist begin assignment and realize they are not qualified; the interpreter/captionist will be removed immediately and replaced expeditiously. At any time should customer deem any interpreter/captionist sent by Service Provider as non-qualified for an assignment, Customer shall notify Service Provider immediately and request a substitution.

Mutual Indemnification Clause

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

Insurance

Prior to commencing performance, Service Provider shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

1. **Commercial General Liability**

Comprehensive or Commercial General Liability coverage with a limit of at least \$1,000,000 combined single limit per occurrence, \$2,000,000 aggregate. The insurance shall be primary and non-contributory.

2. **Workers' Compensation and Employers Liability**

Workers' Compensation as required under California State Law. The Employers Liability limits shall be at least \$1,000,000 each item. **The vendor/contractor shall provide a waiver of subrogation.**

3. **Additional Requirements**

The insurers for all coverage lines shall have a minimum A.M. Best's rating of A, VII or equivalent and be admitted in California. This can be amended by separate agreement by RSCCD.

The Rancho Santiago Community College District, its officers, agents, employees and volunteers shall be named as an *additional insured* on the Commercial General Liability policy, **documented by a written endorsement**, and the policy must provide for a thirty (30) days advance written notice to the District of any modification, change, or cancellation of any insurance coverage

THIS AGREEMENT IS NOT ASSIGNABLE WITHOUT WRITTEN CONSENT OF THE PARTIES HERETO.

Service Provider: Quick Caption

Customer: Rancho Santiago Community College District

(Signature)

(Signature)

Antha Ward
President – Quick Caption

Peter J. Hardash
Vice Chancellor Business Operations/
Fiscal Services

57-1183861
(Tax ID Number)

(Date Signed)

(Date Signed)

(Board Approval Date)

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

To:	Board of Trustees	Date: July 15, 2019
Re:	Approval of Associated Health Education Affiliation Agreement between the Department of Veterans Affairs (VA) and an Educational Program	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

This associated health education affiliation agreement between the Department of Veterans Affairs (VA) and an educational program, covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This associated health education affiliation agreement between the Department of Veterans Affairs (VA) and an educational program, shall be effective for five (5) years or until termination by written notice of either party. Dr. James Kennedy and college staff have reviewed this associated health education affiliation agreement between the Department of Veterans Affairs (VA) and an educational program. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve the associated health education affiliation agreement between the Department of Veterans Affairs (VA) and an educational program, located in Long Beach, California, as presented.

Fiscal Impact:	None	Board Date: July 15, 2019
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Timothy Winchell, Ph.D., Acting Dean, Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	



**ASSOCIATED HEALTH EDUCATION AFFILIATION AGREEMENT
BETWEEN THE DEPARTMENT OF VETERANS AFFAIRS (VA)
AND AN EDUCATIONAL PROGRAM**

Use when trainees are enrolled in an educational program approved by an accrediting body recognized by the U.S. Department of Education or by the Council for Higher Education Accreditation (CHEA)

VA NETWORK

VA HEALTHCARE FACILITY (including city and state)

NAME OF EDUCATIONAL INSTITUTION (including city and state)

PROGRAM/DISCIPLINE AND DEGREE(S)

This agreement, when duly executed and approved by the Department of Veterans Affairs (VA), establishes an affiliation between VA, its Veterans Integrated Service Networks, the listed VA facility or facilities, and the listed educational program for the academic purposes of enhanced patient care, education, and research. VA and the affiliated educational institution have a shared responsibility for the academic enterprise. The affiliated institutions accept primary responsibility for the integrated education programs conducted with VA while VA retains full responsibility for the care of VA patients and administration of its healthcare system. Additional responsibilities are delineated below.

RESPONSIBILITIES

1. The affiliated educational institution has the following responsibilities:

A. Operate, manage, and assume overall educational responsibilities for the educational program and maintain accreditation by an agency that is recognized by the U.S. Department of Education or by the Council for Higher Education Accreditation (CHEA).

B. Select trainees that meet qualifications as agreed upon by the educational institution and VA.

C. Evaluate the trainee's performance and conduct in mutual consultation with VA staff and according to the guidelines outlined in the approved curriculum and accepted standards.

2. VA has the following responsibilities:

A. Operate and manage the VA facility and maintain accreditation by the Joint Commission and other accrediting entities as appropriate.

B. Appoint qualified healthcare professionals, as appropriate, as full-time or part-time staff of the facility to provide supervision of trainees and provide Veteran patient care.

C. Participate with the affiliated school in the academic programs of education and research, provide a quality learning environment, and supply sufficient resources for appropriate conduct of such programs.

D. Establish minimal qualifications for trainees coming to VA for clinical education.

E. Evaluate the trainee's performance and conduct in mutual consultation with the program director and according to the guidelines outlined in the approved curriculum and accepted standards.

F. Orient trainees and faculty to the VA facility and inform them that they are subject to VA rules and regulations while in a VA facility.

G. Dismiss any trainee from VA assignment in accordance with VA Handbook 5021, Part VI, Paragraph 15 or Paragraph 18, whichever paragraph applies.

H. VA will ensure that all trainees and faculty who will be assigned to VA receive VA appointments, to include issuance of appropriate letters of appointment documenting their appointment as VA employees.

I. Assure that staff with appropriate credentials will supervise trainees.

J. Assure that trainees with occupational injuries (including exposure to infectious or environmental hazards), will be assessed and, in emergency cases, initially treated at VA. Workers compensation coverage for trainees will be that which is provided under the Federal Employees' Compensation Act.

K. Appoint VA staff and appropriate school program faculty to the VA Partnership Council and its subcommittees. School program faculty will be chosen based on the extent of involvement in the VA training program and geographic proximity to the VA facility.

L. Conduct periodic reviews of academic programs and policies according to VA policies.

TERMS OF AGREEMENT

Ultimate responsibility for the control and operation of VA facilities and programs rests with VA. Ultimate responsibility for academic education rests with the affiliated institutions. Through this agreement, a collaboration is created with VA to enhance patient care, education, and research.

The participating institutions and VA comply with Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Public Law 104-191, the Age Discrimination Act of 1975, and all related regulations, and assure that they do not, and will not, discriminate against any person on the basis of race, color, sex, disability, or age under any program or activity receiving federal financial assistance.

Nothing in this agreement is intended to be contrary to state or federal laws. In the event of conflict between terms of this agreement and any applicable state or federal law, that state or federal law will supersede the terms of this agreement. In the event of conflict between state and federal law, federal law will govern.

Properly appointed faculty members and trainees of the sponsoring institutions, when at VA healthcare facilities or on VA assignment at offsite facilities and while furnishing professional services covered by this agreement, will have personal liability protection by the provisions of the Federal Employees' Liability Reform and Tort Compensation Act, 28 U.S.C. 2679 (b)-(d). The liability, if any, of the United States for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act.

Amendments must be bilaterally executed in writing, signed by authorized representatives of both agencies. No oral or unilateral amendments will be effective. Only terminations done in accordance with the terms of this agreement may be done unilaterally.

Should disagreement arise as to the interpretation of the provisions of this agreement that cannot be resolved between the parties' designated Points of Contact, the area(s) of disagreement will be reduced to writing by each party and presented to the authorized officials at both participating entities. If settlement cannot be reached at this level, the disagreement will be raised to the next level in accordance with the parties' procedures for final resolution. Both parties will proceed diligently in performing their obligations under this agreement pending final resolution of any dispute arising hereunder.

TERMINATION OF AFFILIATION AGREEMENT

This affiliation agreement is in force until ^{five (5) years from the date} ~~this Agreement first~~ ^{becomes fully executed} _____ *[insert a date that is not to exceed ten years in the future and that allows for completion of the last training cycle during that period]* and supersedes any previous affiliation agreement. It may be terminated in writing at any time by mutual consent with due consideration of patient care and educational commitments, or by written notice by either party 6 months in advance of the next training experience.

SIGNATURES FOR ACADEMIC INSTITUTION

Signature of Dean or Equivalent Responsible Official for the Educational Institution or Program

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

SIGNATURES FOR DEPARTMENT OF VETERANS AFFAIRS

Signature of Responsible VA Official for Educational Program

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

Signature of VA Designated Education Officer

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

*Signature of Director or Equivalent Responsible Official for VA
Healthcare Facility*

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Distance Education

To: Board of Trustees	Date: July 15, 2019
Re: Approval of Professional Services Agreement with LeeAnn Stone	
Action: Request for Approval	

BACKGROUND

The Distance Education Department has multiple projects and has a great need for the professional services of an Instructional Designer.

ANALYSIS

LeeAnn Stone (Contractor) will work with faculty to develop model courses for departmental usage to assist with Online Distance Education growth for California Community Colleges (CCC) California Virtual Campus-Online Education Initiative (CVC-OEI), Distance Education growth for online Associate Degree for Transfer (AD-T) Pathways and Career Technical Education (CTE) Certificates, Open Educational Resource (OER) Course Adoption and Canvas Classroom to Online Migration. The Rancho Santiago Community College District Professional Services Agreement with LeeAnn Stone is for \$1,500 to \$3,000 per course, Level A and B course development and alignment, for a maximum total of \$45,000 for services to commence July 16, 2019 and to be completed by December 31, 2019. The Rancho Santiago Community College District Professional Services Agreement with LeeAnn Stone has been reviewed by District and college staff.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Professional Services Agreement with LeeAnn Stone, located in Santa Ana, California, as presented.

Fiscal Impact: \$45,000	Board Date: July 15, 2019
Prepared by: Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Fernando Ortiz, Ph.D., Dean, Academic Affairs	
Submitted by: Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by: Marvin Martinez, Chancellor, RSCCD	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, on behalf of Santa Ana College - Distance Education and LeeAnn Stone, having its principal business address located at 12952 Miriam Place, Santa Ana, CA 92705 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

District and Contractor are also referred to collectively as the “Parties” and individually as “Party.”

WHEREAS, District is authorized to contract with persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, administrative, or other related matters; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor represents that it is specially trained, experienced, properly certified/licensed and competent to perform the services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of the Recitals and mutual covenants provided in this Contract, District and Contractor agree as follows:

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on July 16, 2019, whichever is later, and shall continue in full force and effect thereafter until and including December 31, 2019 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.

- D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for bankruptcyTermination.
- E. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages
- F. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
- G. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Fourty Five Thousand Dollars (\$45,000) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of

California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

5. Independent Contractor. By its signature on this Contract, Contractor acknowledges and agrees that the Services to be performed under this Contract are those of an independent contractor, and that Contractor is solely responsible for the Services and any other work performed as a result of this Contract. Contractor represents and warrants that Contractor, its subcontractors, and their employees, and agents are not officers, agents, or employees of District. Contractor acknowledges and agrees any personnel performing the Services under this Contract shall at all times be under Contractor's exclusive direction and control, and that Contractor is solely responsible for payment of all compensation, wages, salaries, benefits, and other amounts due to such personnel. Contractor further acknowledges and agrees that Contractor shall be solely responsible for all federal, state, and local taxes and any and all fees applicable to any Services performed under this Contract, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

6. Use of Subcontractors. Contractor shall not delegate, by contract, agreement or otherwise, any services or tasks required under this Contract to any other person or entity without the express written permission of District by executed addendum. Consent to any subcontract may be withheld by District at its sole and unrestricted discretion. District shall not be obligated to pay for any services or work performed by an unauthorized person or entity. Contractor shall at all times during the term of this agreement remain fully and independently responsible and liable to District for the full and complete performance of the terms and conditions of this Contract. Contractor shall be responsible for ensuring that all subcontractors independently satisfy all of the requirements of Contractor under this Contract, including but not limited to the insurance and indemnification provisions of this Contract, unless otherwise agreed in writing by the District. Prior to performance of Services by any subcontractor, the subcontractor shall provide District with evidence of all insurance, certificates, forms, and licenses required by this Contract.

7. Trademark/Logo Use. Contractor must obtain written approval from the District to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, the District will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and

use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

- a. To the fullest extent allowed by law, Contractor shall defend, indemnify and hold District, its officials, trustees, officers, agents, employees, volunteers, and representatives (“Indemnitees”) free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively “Loss”) to the extent arising out of or incident to: 1) Contractor or any subcontractor’s failure to fully comply with or breach of any of the terms and conditions of this Contract, or 2) any acts, omissions, negligence or willful misconduct of Contractor, any subcontractor, and their officials, officers, employees, and agents arising out of or in connection with the performance of Services or otherwise arising from this Contract (“Indemnification”).
- b. Contractor’s Indemnification includes, but is not limited to, the payment of all damages and attorney’s fees, fines, penalties and other related costs and expenses. The only limitations on this provision shall be those imposed by Civil Code § 2782, as may be applicable, or other applicable provisions of law.
- c. Contractor’s defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnitees, and the defense shall be paid at Contractor’s own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnitees, notwithstanding whether liability is, can be or has yet been established.

10. Insurance Requirements. Contractor (and all subcontractors) agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverage from an admitted carrier in the State of California with an AM Best Rating of A-VII or higher:

- a. Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) aggregate and must include coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent contractor’s liability, written on an "occurrence" form;
- b. Business Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000). (Business Auto Liability is required when a vendor is operating a vehicle on District premises for other than commute purposes or the vehicle is an integral part of their services).
- c. Workers' Compensation insurance. This coverage is required unless Contractor provides written verification it has no employees. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Contractor must also maintain Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. as required by statutory insurance requirement of the State of California;

Other Insurance Requirements

- Contractor agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.
- Contractor's Insurance to be Primary. Any insurance or self-insurance maintained by the District, its board of trustees, officials, employees, volunteers, and agents shall be excess of the Contractor's insurance and shall not contribute with it.
- Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. All certificates must be delivered before Work is to commence. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.
- Waiver of Subrogation. Contractor hereby grants to District, its board of trustees, employees, volunteers, and agents a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.
- An Umbrella Liability policy (or Excess Liability) may be used to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits to meet District's minimum coverage requirements provided all requirements set forth herein are fully satisfied with respect to such policy.
- If Contractor maintains broader coverage and/or higher limits than the minimums required herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

11. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

12. Compliance with Applicable Laws. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

13. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Work pursuant to this Agreement.

14. Professional Practices. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that

Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

16. Entire Agreement/Amendment. When signed by both Parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the Parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

17. Non-Discrimination. Contractor represents that it is an equal opportunity employer and acknowledges that it shall not subject any person to unlawful discrimination based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, or political affiliation in programs, activities, services, benefits, or employment in connection with this Contract. Contractor agrees not to discriminate on any of these bases in its employment or personnel policies, including but not limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

18. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

District: Rancho Santiago Community College District
Attn: Peter J. Hardash, VC of Business/Fiscal Operations
2323 N. Broadway
Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)
Santa Ana College Distance Education- Cherylee Kushida
Distance Education Coordinator
1530 W. 17th Street. A-101
Santa Ana, CA 92706

Contractor: LeeAnn Stone
12952 Miriam Place
Santa Ana, CA 92705

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Exhibits. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.

22. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

23. Conflict of Interest. Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.

24. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.

25. Time is of the Essence. Time is of the essence and Contractor shall perform the services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.

26. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless District from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

27. Force Majeure. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.

28. Failure to Perform. As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both Parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor,

for these substitute goods or services.

29. Dispute Resolution.

Negotiation. Any dispute that Contractor may have regarding the performance of this Contract, including, but not limited to, claims for additional compensation, shall be submitted to District within 30 days of its occurrence. District and Contractor shall attempt to negotiate a resolution of such dispute and process an amendment to this Contract to implement the terms of such resolution.

Mediation. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be resolved through direct discussions, the Parties agree to first endeavor to resolve the dispute in an amicable manner by non-binding mediation under the applicable rules of the Judicial Arbitration and Mediation Service (JAMS), or other similar organization mutually selected by the Parties. If any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, remains after mediation, the matter shall be determined in a court of law of proper jurisdiction in the District's place of venue.

If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal quota of the expenses of the mediator.

A party that refuses to participate in mediation or refuses to participate in the selection of a mediator cannot file a legal action. The non-refusing party shall be permitted to file a legal action immediately upon the other party's refusal to participate in mediation or the selection of a mediator.

30. Amendments. This Agreement may be amended only by written instrument signed by both District and Contractor which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

32. Certification Regarding Debarment, Suspension or Other Ineligibility. (Applicable to all agreements funded in part or whole with federal funds).

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility

33. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding

the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).

34. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor for Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: LeAnn Stone

Print Title: Contractor

Date: _____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof.

- Online Distance Education growth for California Community Colleges (CCC) California Virtual Campus-Online Education Initiative (CVC-OEI) Courses
 - o Work with DE to create CVC-OEI Course template
 - o Align designated Santa Ana College courses to meet the CVC-OEI Course Design Review Rubric standards for the Quality Course Badge
 - Work with faculty and local Peer Online Course Review (POCR) team to align and review for course Course Badging
 - Work with CVC-OEI Reviewers for Quality Course Badging
- DE Growth for online Associate Degree for Transfer (AD-T) Pathways and Career Technical Education (CTE) Certificates
 - o Work with faculty to develop courses using research-based instructional design principles
 - o Perform analysis, design, development, implementation and evaluation of instructional materials
 - Suggesting assignments, interactive activities, engaging media
 - Providing clarity of instructions
 - Assisting in course organization/logistics
 - o Develop "Model Online Courses" with faculty for reuse by department members
- Open Educational Resources (OER) Course Adoption
 - o Work with faculty to develop a "Model OER Course" assuring a pedagogically sound organization for student access to materials
 - o Provide a consistent presentation/access/organization of OER for the student experience
- Canvas Classroom to Online Migration
 - o Work with faculty in migration of classroom to online instructional methods
 - o Work with faculty in pedagogically sound methods to flip the classroom and fully utilize their precious classroom time

Detailed Schedule of Payment:

- Courses will be reviewed for a needs assessment for payment determination:
 - o Level A: Minor course alignment of materials and assessments, review of course and updates for accessibility, alignment of course per the CVC-OEI Course Design Rubric and model course development for departmental course sharing. (\$1,500 per course)
 - o Level B: Development of course and unit Student Learning Objectives, development and alignment of materials and assessments to course, development of appropriate regular effective contact assessments and activities, implementing Canvas tool usage for effective teaching and student engagement, review of course and updates for accessibility, alignment of course per the CVC-OEI Course Design Rubric and model course development for departmental course sharing. (\$3,000 per course)
- Payments will be made upon assigned course completion.
- 15 – 30 courses will be completed in the project timeframe, dependent on the level of need.

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

To:	Board of Trustees	Date: July 15, 2019
Re:	Approval of ExamSoft Worldwide Incorporated Master Services Agreement with ExamSoft Worldwide, Inc.	
Action:	Request for Approval	

BACKGROUND

Students in the Nursing Program are required to participate in testing as a part of the courses and in preparation to pass the licensing examination for Registered Nurses. The proposed testing vendor is ExamSoft Worldwide Incorporated, located in Dallas, Texas, for software access through a participant-pay arrangement.

ANALYSIS

The ExamSoft Worldwide Incorporated Master Services Agreement with ExamSoft Worldwide, Inc. covers the scope of testing products and processes, as well as other issues relating to the responsibilities for both parties. The ExamSoft Worldwide Incorporated Master Services Agreement with ExamSoft Worldwide, Inc. has been reviewed by the college and district. The ExamSoft Worldwide Incorporated Master Services Agreement with ExamSoft Worldwide, Inc. carries an annual cost of no more than \$13,080. The ExamSoft Worldwide Incorporated Master Services Agreement with ExamSoft Worldwide, Inc. is in effect until December 31, 2022.

RECOMMENDATION

It is recommended that the Board of Trustees approve the ExamSoft Worldwide Incorporated Master Services Agreement with ExamSoft Worldwide, Inc., based in Dallas, Texas, as presented.

Fiscal Impact:	\$13,080	Board Date: July 15, 2019
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Rebecca Miller, MSN, Associate Dean, Health Sciences	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

ExamSoft Worldwide Incorporated Master Services Agreement

THIS MASTER SERVICES AGREEMENT (the "**Agreement**") is entered into as of **Monday, July 22, 2019** (the "**Effective Date**") by and between **ExamSoft Worldwide, Inc.**, ("ExamSoft") a Delaware corporation, having its principal place of business at 5001 LBJ Freeway, Suite 700, Dallas, TX 75244, USA, and the **Rancho Santiago Community College District on behalf of Santa Ana College** the undersigned client ("**Client**") located at 1530 West 17th Street, Santa Ana, CA 92706, USA.

RECITALS

WHEREAS ExamSoft is in the business of providing certain services, access to and use of a proprietary ExamSoft portal called ExamSphere™, as well as software products and consulting services for use and to assist in assessment taking, authoring, administration, proctoring scoring and recording; and

WHEREAS Client is an educational institution or professional licensing organization that administers assessments as part of its business; and

WHEREAS Client wishes to obtain a license to use Service(s) (as defined below), and ExamSoft is willing to grant such license on the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement and for other good and valuable consideration, the parties hereby agree as follows:

AGREEMENT

1. **Definitions.** As used herein, the following capitalized terms shall have the meanings set forth below:
 - 1.1 "**Affiliated Entity**" The term "Affiliated Entity" as used herein shall mean any educational institution that directly or indirectly is controlled by or is under common control with Client, and uses the Client's resources, name or identity.
 - 1.2 "**Aggregate Data**" The term "Aggregate Data" as used herein shall have the meaning ascribed to it in Section 3.2(e).
 - 1.3 "**Assessment Administration**" The term "Assessment Administration" as used herein shall mean assessment administration, authoring, proctoring, scoring and recording of assessments using the Services.
 - 1.4 "**Claim**" The term "Claim" as used herein shall have the meaning ascribed to it in Section 9.6.
 - 1.5 "**Client**" The term "Client" as used herein shall mean the undersigned Client as identified above and any Affiliated Entity of the Client specifically named in an Exhibit A attached hereto.
 - 1.6 "**Consulting Services**" The term "Consulting Services" as used herein shall have the meaning ascribed to it in Section 4.
 - 1.7 "**Disclosing Party**" The term "Disclosing Party" as used herein shall have the meaning ascribed to it in Section 3.6.
 - 1.8 "**Documentation**" The term "Documentation" as used herein shall mean the electronic documentation for technical and use requirements for Service available through the Site.
 - 1.9 "**EULA**" The term "EULA" as used herein shall have the meaning ascribed to it in Section 3.3.
 - 1.10 "**Exam Taker**" The term "Exam Taker" as used herein shall mean any of Client's examinees who: installs any portion of Software application portions of the Service on personal computer equipment; downloads at least one assessment; or utilizes

Software application portions of the Service to take an assessment on equipment provided by Client, or an examinee who takes an assessment manually using paper but whose test results are later input into Service for processing and analysis by Client, or an examinee whose performance is otherwise assessed using Service (e.g. with rubrics).

- 1.11 **"Exhibit A"** The term "Exhibit A" shall refer to the ordering document, setting forth certain commercial terms for the provision of Services hereunder, and may be styled, "Exhibit A", "Order Form", "Ordering Document", "Statement of Work", "Work Order".
 - 1.12 **"Feedback"** The term "Feedback" as used herein shall have the meaning ascribed to it in Section 7.
 - 1.13 **"Indemnitee"** The term "Indemnitee" as used herein shall have the meaning ascribed to it in Section 9.6.
 - 1.14 **"Key Administrator"** The term "Key Administrator" as used herein shall mean a Client designated ExamSoft point of contact, tasked with receiving updates and other information from Exam, and directing questions to ExamSoft, having top level access rights to the Portal Services.
 - 1.15 **"Portal Services"** The term "Portal Services" as used herein shall mean those Services accessible to Users through the User Portal.
 - 1.16 **"Privacy Policy"** The term "Privacy Policy" as used herein shall have the meaning ascribed to it in Section 3.2(k).
 - 1.17 **"Receiving Party"** The term "Receiving Party" as used herein shall have the meaning ascribed to it in Section 3.6.
 - 1.18 **"Services"** means the Systems, Software or Consulting Services, and associated services, as applicable, that ExamSoft provides Client to enable Client to engage in Assessment Administration
 - 1.19 **"Site"** means the ExamSoft website and unique User Portals that ExamSoft makes available to Client and Users from time to time to access to and use certain portal enabled Services in accordance with the terms hereof.
 - 1.20 **"Software"** The term "Software" as used herein shall mean the proprietary software belonging to ExamSoft and/or its licensors, including those software modules set forth in Exhibit A, and any and all updates and enhancements thereto provided by ExamSoft pursuant to this Agreement.
 - 1.21 **"Systems"** The term "Systems" as used herein shall mean the hardware and software platforms, owned, or used by ExamSoft and/or its licensors, in the course of providing the Services.
 - 1.22 **"User"** The term "User" as used herein shall mean a party to whom Client has permitted authorized access to the Services pursuant to the terms hereunder, and includes Client Key administrators, assessment managers and Exam Takers.
 - 1.23 **"User Documentation"** means the written instructions and specifications, user manuals, user guides, technical manuals, release notes, and online help files regarding use of the Service, and any other materials prepared in connection with any Service, correction, or enhancement, and shall include any updated versions as may be provided by ExamSoft from time to time (a) in the course of providing the Service; or (b) as part of an online tutorials or help files provided with the Service.
 - 1.24 **"User Portal"** The Term "User Portal" as used herein shall mean a unique webpage(s) on the Site that Client makes available to a particular User for access to and use of the Portal Services.
2. **Exhibit(s).** This Agreement includes the following Exhibits attached hereto:
- 2.1 **Exhibit A.** Business Terms — sets forth the business terms of this Agreement and any statutorily required appendices.

3. License.

3.1 **Grant of Rights.** Subject to the terms and conditions set forth herein, ExamSoft hereby grants to Client during the Term a non-exclusive, non-transferable, limited right, without right of sublicense, to:

- (a) access, use and display the Software from the Site;
- (b) access and use the Assessment Administration Services;
- (c) display, manipulate, and print the User Data in the course of using the Services;
- (d) access, use, display and print the applicable User Documentation solely in connection with the Services;
- (e) if applicable, permit Exam Takers to download and/or use the examinee testing Software only for the purpose of taking assessments;

all foregoing only for Client's internal business purposes, and not for re-sale, provided such internal business operations shall not include commercial time-sharing, rental, outsourcing, service bureau or similar use.

3.2 **User Data and Client Content.**

For purposes of permitting Company to provide Services to Client, Client grants to Company and third-party vendors, if any, the perpetual, non-exclusive, worldwide right to copy, store, record, transmit, display, view, print or otherwise use User Data and Client Content solely to the extent necessary to:

- (a) provide the Service to Client and Exam Takers
- (b) to use Client's or Users input into the Services provided during the course of using the Services;
- (c) improve or create new Service features or functionality;
- (d) create benchmarks assessing Client and client-based performance and Service utilization;
- (e) create aggregate and/or de-identified information^[1] from User Data and Client Content ("**Aggregate Data**");
- (f) use the Aggregated Data for purposes of improving the Services, or creating new Service offerings for its client base; or
- (g) offer Client personalized suggestions based on Aggregate Data.

Client acknowledges and agrees that Company has the exclusive ownership of any Aggregate Data and the exclusive right to use Aggregate Data for any purpose so long as Company does not use or distribute any Aggregate data in a way which identifies Client or Exam Taker, or otherwise makes available non-de-identified User Data.

Client acknowledges and agrees that:

- (h) use User Data and information may be transferred outside of the United States or any other jurisdiction where Client and Users are located;
- (i) it is Client's obligation to (i) inform Users that Client will process User Data and other information pursuant to this Agreement and (ii) ensure that such Users have given Client any necessary consent as required by any applicable data protection legislation to permit Company to process this data;
- (j) Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all User Data and Client provided information regarding Client and Users;

^[1] De-identified data means the following identifiers for individuals are not discernable from the Aggregated Data: names, geographic identifiers; date elements; telephone numbers; fax numbers; electronic emails addresses; social security numbers; medical records numbers; Clients Taker assigned numbers for Exam Takers; Internet protocol (IP;) addresses; biometric identifiers, including finger and voice prints; full face photographic images and comparable images and other unique identifying number, characteristic or code.

(k) Company's collection, use, and disclosure of personal User Data is described in its Privacy Policy, available at <https://learn.examsoft.com/privacy-policy> (as may be updated from time to time, the "Privacy Policy").

- 3.3 **Exam Taker Use.** In order for Exam Takers to access and use the Exam Taker portion of the Services, the Exam Taker will be required in some instance to download or otherwise access the Portal Services on or from the Exam Takers own device(s). As a condition precedent to the Exam Taker accessing and using these Services, the Exam Taker will be required to review an End User License Agreement ("**EULA**") containing the terms pursuant to which the Exam Taker must use the Services, and assent to these terms through an electronic acceptance process. In the course of providing use and access to the Exam Takers, for purposes of Service quality, support, account control, quality control, and assessment-related assistance, Exam Taker will be required to consents to ExamSoft's collection of general user information, including, but not limited to makes and models of computers used by Exam Takers, types and versions of software used by Exam Takers, security and Software performance related information, and other assessment-related data. Client acknowledges that these requirements are a condition precedent to Exam Takers accessing and using the Exam Taker portion of the Services, and agrees to provide ExamSoft reasonable assistance in the processing of onboarding Exam Takers for use of the Services.
- 3.4 **Intellectual Property and Trade Secrets.** ExamSoft owns and/or its licensors own the Services, including without limitation, the Software, and the Services are protected by international intellectual property laws and treaties. It The parties agree that ExamSoft and/or its licensors shall retain all right, title and interest in the Services, including all copyrights, trademarks, service marks, trade secrets and any patent or other intangible rights associated with any improvements, modifications, or derivative works related to Services (including Aggregate Data (subject to Client's license grant in Section 3.2 above)), now existing or developed by ExamSoft and/or its licensors. Client acknowledges that as between ExamSoft and Client, ExamSoft owns the Services, and, in addition, that the Services contain confidential proprietary techniques and ExamSoft's confidential trade secret information. All rights not granted to Client herein are specifically retained by ExamSoft.
- 3.5 **Ownership of Data.** Client retains all right, title and interest in assessment questions, answers, other assessment content, and all other proprietary information owned, prepared or developed by Client in connection with this Agreement. ExamSoft makes no claims of authorship or ownership of this information, and shall only collect, use, and disclose personal data as set forth in the Privacy Policy. However, any intellectual property that is conceived, discovered, created, or developed from ExamSoft's Confidential Information will be owned exclusively by ExamSoft.
- 3.6 **Confidential Information.** The term "**Confidential Information**" shall mean any and all information that is disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether verbally, electronically, visually or in a written or other tangible form, and shall include any information that is identified as, or which should be reasonably understood to be, confidential or proprietary including, but not limited to, Software, the Documentation, trade secrets, patented or copyrighted information, computer programs, user interfaces, software specifications, passwords, know-how, formulas, data, inventions, algorithms, techniques, processes, product information, product pricing, market and sales information, marketing plans, strategies, business models, future business plans, forecasts, capitalization and financing information, training materials and customer lists. The Receiving Party shall keep the Disclosing Party's Confidential Information in strict confidence and shall not disclose it to any third-party software. The confidentiality provisions in this section shall not apply to any information that (a) is or becomes generally known to the public without a violation of this Agreement,

or (b) is required to be disclosed by law or court order, provided that in such event the Receiving Party shall provide prompt notice to the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate remedy and, in the event that such protective order or other remedy is not obtained, then the Receiving Party agrees to furnish only that portion of the Confidential Information that it is legally required to disclose.

4. **Consulting Services.** From time to time during the Term hereof, ExamSoft may offer, and Client may purchase, Consulting Services, more fully described in a Work Order or Exhibit A, in both cases, being mutually executed by the parties.
5. **Administration and Support.** Upon receipt of the initial payment listed in Exhibit A, ExamSoft will provide the following:
 - 5.1 **Administration.** ExamSoft shall provide Internet-based pages on the Site for Client's use in assessment and program administration. Client shall assign one or more Key Administrators to serve as ExamSoft's primary point(s) of contact with Client on Software related issues who will have password-protected access to the User Portal. Client shall maintain, and shall instruct its Users to maintain, the confidentiality of these passwords and shall be responsible for their security. If there is a breach of security through Client's account, then Client shall immediately inform ExamSoft and request that ExamSoft change or cause to be changed any affected password.
 - 5.2 **Support.**
 - a. Client shall use best efforts to follow all ExamSoft's instructions and guidelines to facilitate proper use of the Services.
 - b. Client's Key Administrator will receive technical support from ExamSoft during the term of the Agreement.
 - c. As indicated on Exhibit A, ExamSoft shall provide reasonable technical support to Client's Exam Takers and/or instructors/staff via telephone and electronic mail during ExamSoft's usual business hours.
 - d. ExamSoft will make reasonable commercial efforts to correct errors or malfunctions in Software reported to ExamSoft by Client that cause Software not to perform substantially in accordance with the Documentation.
 - e. ExamSoft will make available to Client those updates and enhancements to Software that ExamSoft generally makes available to its Clients who purchase the same Software at no additional charge.
6. **Payments.** In consideration for the licenses granted hereunder, Client agrees to pay to ExamSoft the license fees listed in Exhibit A.
7. **Feedback.** Client may provide ExamSoft with feedback about Client's experience with Services and the performance thereof, including but not limited to errors in Software, and any ideas, suggestions, modifications and the like regarding Services and Documentation (the "**Feedback**"). ExamSoft will not be obligated to implement any suggestions or correct any errors in Services except as otherwise provided herein. ExamSoft may elect, in the exercise of its discretion, to use Feedback in providing or improving the Services in any manner it reasonable elects. Client hereby assigns all right, title and interest worldwide in and to the Feedback and the intellectual property rights therein to ExamSoft. Client shall assist ExamSoft, at ExamSoft's request and expense, in perfecting and enforcing such assignments.
8. **Term and Termination.**
 - 8.1 **Term.** This Agreement shall commence on the Effective Date and, unless otherwise terminated, continue in full force and effect for so long as Client has purchased Services pursuant to a then executory Exhibit A.

8.2 **Suspension for Non-payment of Fees.**

- a. ExamSoft reserves the right to suspend Client's access to and/or use of the Service where any Fee for which payment is due, remains unpaid 30 days after ExamSoft sends Client written notice of delinquency. Client agrees that ExamSoft shall not be liable to Client, or to any third party, including any Exam Taker, for any suspension of the Services resulting from Client's non-payment of Fees.
- b. Client agrees that ExamSoft, with reasonably contemporaneous telephonic or electronic mail notice to Client, may suspend Client's or any User's access to the Service if ExamSoft reasonably believes that Client's or any User's use of the Service is causing immediate and ongoing financial, physical or reputational harm to ExamSoft or others (including ExamSoft's clients). ExamSoft will use commercially reasonable efforts to assist Client to resolve the issues causing the suspension of Service. Client agrees that ExamSoft will not be liable to Client or to any third party, including any Exam Taker, for any suspension of the Service under the circumstances described in this Section.

8.3 **Use of Services Beyond Termination Date.** In the event the parties have not renewed the Services beyond the term set forth in an Exhibit A, but Client elects to continue to use the Services, ExamSoft reserves the right to permit Client to continue to access and use the Services pursuant to the terms of this Agreement for so long as it chooses in the exercise of its discretion .

8.4 **Termination or Suspension Due to Third Party Service Provider.** In the event ExamSoft's ability to provide the Services is dependent upon a third-party provider of services, either used by ExamSoft or Client (in each case, "**Third-Party Services**"), and that third-party is unwilling or unable to provide the Third Party Services, ExamSoft reserves the right to terminate that particular Service by written notification to Client (which notification, notwithstanding Section 10.1, may be delivered by telephone or electronic communication), or suspend the affected Service until such time as the third-party service provider becomes capable or willing to provide the Third-Party Services.

8.5 **Termination for Breach.** If either party is in material breach of this Agreement, and fails to cure such breach within thirty (30) days after written notice thereof, the non-breaching party may terminate this Agreement by subsequent written notice to the breaching party.

8.6 **Mutual Agreement of Parties.** Upon mutual agreement by the parties, this Agreement may be terminated at any time provided that the terms of the termination are memorialized in writing and signed by both parties. Except as set forth in Section 8.2, 8.3, 8.4 or 8.7, neither party may unilaterally terminate the Agreement for convenience.

8.7 **Immediate Right of Termination.** ExamSoft shall have the right to immediately terminate this Agreement by giving written notice to Client if Client or any of its Users does or attempts to do any of the following:

- a. Decodes, decompiles, reverse engineers, merges, modifies, translates, attempts to defeat or disable Software, or otherwise alters Software in any form; or
- b. Reproduces, duplicates or copies Software or creates derivative works based on Software, transfers, resells or grants any other rights of any kind for any copy of Software; or
- c. Uses Services for purposes of: (i) benchmarking or competitive analysis of Services; (ii) developing, using or providing a competing software product or service; or (iii) any other purpose that is to ExamSoft's detriment or commercial disadvantage;
- d. Probes, scans, penetrates or tests the vulnerability of the Systems or breaches the Systems' security or authentication measures, whether

actively or passively;

- e. Impersonates or misrepresents ExamSoft, an ExamSoft employee, another user, or any other person or entity (including without limitation, by using email addresses associated with any of the foregoing);
- f. Introduces any programs that contain viruses, worms, and/or Trojan horses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of the Systems;
- g. Fails, within thirty (30) days, after receipt of written notice from ExamSoft, to immediately discontinue the distribution or use of software that infringes any copyright of ExamSoft; or
- h. Uses the Services in any manner that breaches the terms of this Agreement or fails to follow the operating instructions provided by ExamSoft; or
- i. Fails, within one hundred and thirty (30) \days, after receipt of written notice from ExamSoft, to pay any license fees due and payable pursuant to this Agreement; or
- j. On the occurrence of bankruptcy or insolvency of a party.

8.8 **Effect of Termination.** In the event of termination of this Agreement, all License Fees paid to ExamSoft shall be deemed non-refundable, all outstanding License Fees shall be immediately due and payable but Client shall have no obligation to pay ExamSoft for future periods, unless ExamSoft has terminated this Agreement for uncured breach by Client. Upon termination of this Agreement, Client will stop all use of Services and return to ExamSoft or destroy all copies Confidential Information in Client's possession or control.

8.9 **Return of Data.** Upon request by Client within ninety (90) days after the termination of the Agreement and at no additional cost to Client, ExamSoft shall provide access to Services for the sole purpose of Client downloading its data using ExamSoft standard processes. After such 90-day period, ExamSoft will have no obligation to maintain or provide Client access to its data and may thereafter, unless legally prohibited, delete all of Client's data in ExamSoft's systems or otherwise in ExamSoft's possession or under its control.

9. **Warranties.**

9.1 **Limited Warranty.** ExamSoft warrants to Client that for the term of this Agreement, Software will substantially conform to the Documentation, if:

- a. The User uses Services properly and follows all technical instructions and any recommendations of ExamSoft technical support staff;
- b. Any device accessing the Services is in proper working order;
- c. The User's computer meets ExamSoft's minimum device and system requirements and set forth on the Site.

If Software fails to conform to the foregoing warranty, , ExamSoft, as its sole obligation, and Client's sole remedy will:

- a. use commercially reasonable efforts to correct the non-conformity, and to redeliver the corrected Software to Client; or
- b. where ExamSoft cannot correct the non-conformity, refund to Client the Fee paid for the non-conforming Software.

The foregoing shall be Client's sole and exclusive remedy for breach of warranty under this Agreement.

9.2 **Warranty for Consulting Services.** ExamSoft warrants that it will provide the Consulting Services in a good and workmanlike manner, using personnel with sufficient background, skill and experience to provide the Consulting Services as warranted in this Section.

If the Consulting Services fail to conform to the foregoing warranty, ExamSoft, as its sole obligation, and Client's sole remedy, will:

- a. re-perform the non-conforming Consulting Service in a manner that conforms to the warranty; or
- b. where ExamSoft cannot re-perform non-conforming Consulting Service, refund to Client the Fee paid for the non-conforming Consulting Service¹.

The foregoing shall be Client's sole and exclusive remedy for breach of warranty under this Agreement.

- 9.3 **Conditions of Warranty.** The warranty set forth in this Agreement is conditioned upon Client and each User following all instructions and guidelines for proper Software use. Should Client operate Software inconsistent with any of ExamSoft's instructions, guidelines, notices for use, or provisions of this Agreement, any warranty given herein is void.
- 9.4 **Disclaimer of Warranty.** EXCEPT AS SET FORTH IN THIS AGREEMENT, EXAMSOFT DOES NOT MAKE AND HEREBY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES RELATING TO SERVICES, SYSTEMS, SOFTWARE OR THE ADMINISTRATION PAGE, INTEROPERABILITY, OR THE SUITABILITY OF SERVICES FOR CLIENT'S USE, AS WELL AS ANY ASSESSMENT RESULTS (IN AGGREGATE OR INDIVIDUALLY), INCLUDING BUT NOT LIMITED TO, WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES THAT MIGHT ARISE FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.
- 9.5 **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY FOR THE COST OF SUBSTITUTE GOODS, ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, DAMAGES BASED ON LOSS OF PROFITS, DATA OR BUSINESS OPPORTUNITY), AND WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. EXAMSOFT'S MAXIMUM AGGREGATE LIABILITY FOR DAMAGES AND LOSSES ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL PAYMENTS MADE BY CLIENT (OR, IN THE CASE OF AN AFFILIATED ENTITY, BY SUCH AFFILIATED ENTITY) TO EXAMSOFT DURING THE TERM OF THE AGREEMENT, OR, WHERE RENEWED, THE TOTAL PAYMENTS MADE BY SUCH PARTY TO EXAMSOFT DURING THE THEN CURRENT RENEWAL TERM DESCRIBED IN EXHIBIT A.
- 9.6 **Indemnity.** ExamSoft agrees to defend Client and Exam Takers ("**Indemnitee**") against any third-party claims, actions or demands alleging that an Indemnitee's use of Software as provided in this Agreement infringes any copyrights, patents, trademarks or trade secrets of any third-party (a "**Claim**") and ExamSoft agrees to indemnify Indemnitee from the cost of such defense, any final award of damages by a court of competent jurisdiction, or any settlement amount and, subject to the terms of this Section, expenses incurred by an Indemnitee in connection with any such Claim (including reasonable attorney's fees) the any Indemnitee incurs prior to tendering to ExamSoft defense of any Claim. The foregoing obligations are contingent upon (a) an Indemnitee providing to ExamSoft prompt written notice of any such Claim, (b) Indemnitee permitting ExamSoft sole control of the defense and related settlement negotiations for the Claim and (c) Indemnitee fully assisting and cooperating with ExamSoft in the defense of any Claim. Subject to ExamSoft's right to control the defense and settlement of such Claims, an Indemnitee may, at its own cost and expense, engage counsel of its choosing. In the event of a Claim or if ExamSoft believes such a Claim is likely, ExamSoft may, in its discretion, modify any alleged infringing Software so that it is no longer infringing, obtain a

¹ Excluding any travel related expenses, and other billed consumables.

license for Client to continue using the infringe Software or terminate this Agreement. ***The obligations and remedies set forth in this Section shall be the sole and exclusive remedies of an Indemnitee for the infringement of third-party rights for use of Services.*** ExamSoft shall have no obligation under this Agreement for any Claims which result from or arise in connection with (d) any use of the Services in combination with other software, hardware or databases, to the extent such infringement would not have occurred but for such combination, (e) modification or attempted modification of Software, (c) use of Services other than as permitted herein, or (f) a breach by an Indemnitee of any right or restriction set forth in this Agreement.

10. **Miscellaneous.**

- 10.1 **Notices.** Except as otherwise specified in this Agreement, all notices, reports, consents, and approvals required or permitted to be given hereunder shall be in writing, signed by the party sending such notice, and sent postage or shipping receipted and charges prepaid by a nationally recognized overnight courier service at the address set forth above or in Exhibit A hereto or to such other address as may from time to time be designated by either party to the other in writing. Notice shall be deemed given upon receipt by the party to which it was mailed or transmitted as provided in this Section.
- 10.2 **Assignment.** Neither party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without of the prior written consent of the other party (not to be unreasonably withheld). However, either party may assign this Agreement in its entirety without consent of the other party, to its affiliate and or Affiliated Entity, or in connection with a merger, acquisition, corporate reorganization, or sale of substantially all of its assets not involving a direct competitor of the other party.
- 10.3 **Waiver.** No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- 10.4 **Severability.** Should any term, condition, provision or part of this Agreement be found to be unlawful, invalid, illegal or unenforceable, that portion shall be deemed null and void and severed from the Agreement for all purposes, but such illegality, or invalidity or unenforceability shall not affect the legality, validity or enforceability of the remaining parts of this Agreement, and the remainder of the Agreement shall remain in full force and effect, unless such would be manifestly inequitable or would serve to deprive either party of a material part of what it bargained for in entering into this Agreement.
- 10.5 **No Agency.** Nothing contained in this Agreement and no action by either party will be deemed to constitute any party or any of such party's employees or agents to be an employee or agent of the other party or will be deemed to create any partnership, joint venture, association, syndicate among or between any of the parties, or will be deemed to confer on any party any express or implied right, power or authority to enter into any agreement or commitment, express or implied, or to incur any obligation or liability on behalf of the other party.
- 10.6 **Governing Law.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Texas (without regard to the principles of conflicts of law). This Agreement has been entered into in Dallas County, Texas and it shall be performable for all purposes in Dallas County, Texas. Any action or proceeding concerning, related to, regarding, or commenced in connection with the Agreement must be brought in a state or federal court located in Dallas County, Texas, and the parties to the Agreement hereby irrevocably submit to the personal jurisdiction of such courts and waive any objection they may now or hereafter have as to the venue of any such action or proceeding brought in any such court, or that any such court is an inconvenient forum.

- 10.7 **Survival.** The provisions of this Agreement setting forth the parties' rights and obligations with respect to warranties, intellectual property, indemnity, confidentiality, governing law, and notice, in addition to any amounts due and owing from one party to the other shall survive termination or expiration of this Agreement.
- 10.8 **Authority.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that execution and delivery of this Agreement, and the performance of such party's obligations hereunder, have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.
- 10.9 **Entire Agreement.** This Agreement, including the Exhibits or Work Order appended hereto or made a part hereof by reference, constitutes the final, complete, and exclusive statement of the terms of the Agreement between the parties, including without limitation Client's rights to use Services and the payments due, and supersedes all prior agreements, either written or oral, between the parties, and is intended as a final expression of their Agreement. The Agreement shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents, which may conflict with said Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

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

ExamSoft: **ExamSoft Worldwide, Inc.**

By: Peter J. Hardash

By:

Title: Vice Chancellor of Business Operations/
Fiscal Services

Title:

Date:

Date:

Tax Identification: 65 0836105

Exhibit A

Business Terms to the ExamSoft Master Software License and Services Agreement

Licensee/Affiliated Entity: <u>Santa Ana College Nursing/Health Sciences Department</u>	Est'd Enrollment: *
Key Admin Name: <u>Rebecca Miller</u>	
Title: <u>Associate Dean of Health Sciences</u>	Address: <u>1530 West 17th Street</u>
City: <u>Santa Ana</u>	State: <u>CA</u> Zip: <u>92706</u> Country: <u>USA</u>
Email: <u>miller_beky@sac.edu</u>	Phone: <u>(714) 564-6839</u> Salesperson: <u>Emma Schartner</u>

The ExamSoft Worldwide Incorporated Master Software License and Services Agreement (the "Master License Agreement") between ExamSoft Worldwide, Inc. ("ExamSoft") and Rancho Santiago Community College District on behalf of Santa Ana College dated Monday, July 22, 2019 is incorporated by reference in its entirety. As used in this Exhibit A, the term "Agreement" means collectively (i) the Master License Agreement, and (ii) this Exhibit A. In the event of a conflict between provisions of the Master License Agreement and this Exhibit A, the provisions in this Exhibit A regarding term and fees applicable to the Licensee named in this Exhibit A shall govern.

I. Term

The initial term of this Agreement begins Thursday, August 01, 2019 and ends Saturday, December 31, 2022 ("Initial Term").

II. Fees

Period	Begin Date	End Date	Product/Service	Description	License Fee	Minimum Licenses	Base Amount
RAMP UP	8/1/2019	12/31/2019	Early Item Banking Only	Early access to training & ExamSoft Ei website to item bank (flat fee of \$800/month)	\$0.00	5.00	\$0.00
RAMP UP	1/1/2020	1/31/2020	Canvas Integration	Integration with ExamSoft and client's Canvas LMS System via an API configuration. Integration includes syncing of Exam Takers, Courses, Sections, and Enrollments from Canvas to ExamSoft, and pushing of exam grades from ExamSoft to the Canvas LMS gradebook. Standard setup and configuration of the API Link is included at no additional cost.	\$0.00	1.00	\$0.00
RAMP UP	1/1/2020	1/31/2020	LDAP Integration	Integration of ExamSoft with customer LDAP for authentication (flat fee) - completion of LDAP questionnaire required within 3 weeks post-contract receipt date.	\$3,000.00	1.00	\$3,000.00
RAMP UP	1/1/2020	3/31/2020	Preferred Startup Package	Dedicated Implementation Consultant and Trainer, up to 8 virtual training/consultation sessions, and access to ExamSoft 101 resources. Initial creation/import of: up to 25 user accounts, exam takers and courses, up to 1,000 questions provided by client (must be same format; categories/titles not included), Exemplify mock exam for students, ExamSoft pre-built category structure for	\$3,000.00	1.00	\$3,000.00

* For statistical purposes only.

				program type. Assistance with setup of supported LMS integration. Two consecutive mutually agreed upon days of onsite training to be booked 30 days in advance. (Duration: 90 days)			
1a	1/1/2020	7/31/2020	Ei: Exam Intelligence (Win + Mac only)	Item banking, exam authoring/delivery (Win+Mac only), scoring & reporting, Admin Portal. Includes initial consultation and standard setup support of one computer lab for use of Exemplify, to be completed within 30 days of agreement start date.	\$30.50	180.00	\$5,490.00
1a	1/1/2020	7/31/2020	Integration Maintenance	Ongoing maintenance of the integration between ExamSoft and the client's supported Learning Management System to ensure availability of student and course sync and grade push functionalities.	\$0.50	180.00	\$90.00
1b	8/1/2020	12/31/2020	Ei: Exam Intelligence (Win + Mac only)	Item banking, exam authoring/delivery (Win+Mac only), scoring & reporting, Admin Portal. Includes initial consultation and standard setup support of one computer lab for use of Exemplify, to be completed within 30 days of agreement start date.	\$30.50	180.00	\$5,490.00
1b	8/1/2020	12/31/2020	Integration Maintenance	Ongoing maintenance of the integration between ExamSoft and the client's supported Learning Management System to ensure availability of student and course sync and grade push functionalities.	\$0.50	180.00	\$90.00
1	1/1/2020	12/31/2020	Support Package	Unlimited phone, email and live chat support for exam takers and unlimited phone and email support for faculty including a dedicated Customer Success Specialist, ExamSoft University (self-help resources) and Get Satisfaction Community Exchange.	\$1,500.00	1.00	\$1,500.00
2a	1/1/2021	7/31/2021	Ei: Exam Intelligence (Win + Mac only)	Item banking, exam authoring/delivery (Win+Mac only), scoring & reporting, Admin Portal. Includes initial consultation and standard setup support of one computer lab for use of Exemplify, to be completed within 30 days of agreement start date.	\$30.50	180.00	\$5,490.00
2a	1/1/2021	7/31/2021	Integration Maintenance	Ongoing maintenance of the integration between ExamSoft and the client's supported Learning Management System to ensure availability of student and course sync and grade push functionalities.	\$0.50	180.00	\$90.00
2b	8/1/2021	12/31/2021	Ei: Exam Intelligence (Win + Mac only)	Item banking, exam authoring/delivery (Win+Mac only), scoring & reporting, Admin Portal. Includes initial	\$30.50	180.00	\$5,490.00

				consultation and standard setup support of one computer lab for use of Exemplify, to be completed within 30 days of agreement start date.			
2b	8/1/2021	12/31/2021	Integration Maintenance	Ongoing maintenance of the integration between ExamSoft and the client's supported Learning Management System to ensure availability of student and course sync and grade push functionalities.	\$0.50	180.00	\$90.00
2	1/1/2021	12/31/2021	Support Package	Unlimited phone, email and live chat support for exam takers and unlimited phone and email support for faculty including a dedicated Customer Success Specialist, ExamSoft University (self-help resources) and Get Satisfaction Community Exchange.	\$1,500.00	1.00	\$1,500.00
3a	1/1/2022	7/31/2022	Ei: Exam Intelligence (Win + Mac only)	Item banking, exam authoring/delivery (Win+Mac only), scoring & reporting, Admin Portal. Includes initial consultation and standard setup support of one computer lab for use of Exemplify, to be completed within 30 days of agreement start date.	\$30.50	180.00	\$5,490.00
3a	1/1/2022	7/31/2022	Integration Maintenance	Ongoing maintenance of the integration between ExamSoft and the client's supported Learning Management System to ensure availability of student and course sync and grade push functionalities.	\$0.50	180.00	\$90.00
3b	8/1/2022	12/31/2022	Ei: Exam Intelligence (Win + Mac only)	Item banking, exam authoring/delivery (Win+Mac only), scoring & reporting, Admin Portal. Includes initial consultation and standard setup support of one computer lab for use of Exemplify, to be completed within 30 days of agreement start date.	\$30.50	180.00	\$5,490.00
3b	8/1/2022	12/31/2022	Integration Maintenance	Ongoing maintenance of the integration between ExamSoft and the client's supported Learning Management System to ensure availability of student and course sync and grade push functionalities.	\$0.50	180.00	\$90.00
3	1/1/2022	12/31/2022	Support Package	Unlimited phone, email and live chat support for exam takers and unlimited phone and email support for faculty including a dedicated Customer Success Specialist, ExamSoft University (self-help resources) and Get Satisfaction Community Exchange.	\$1,500.00	1.00	\$1,500.00

All prices quoted in USD

Licensee authorizes ExamSoft to charge their Exam Takers a fee ("License Fee") in accordance with the table above, prior to the Exam Taker accessing, using or otherwise being assessed via the Software ("Software"). This fee will convey a non-exclusive, non-transferable limited right and license to use the Software, or to be assessed through Licensor's Software, for the then current Period and expiring on the Period's End Date. Licensee will inform its Exam Takers that the fee is charged for the right to use the Software or be assessed via the Software, regardless of whether the Software is used or exams taken. As such, this License Fee is non-cancelable and non-refundable.

The Licensee will be billed directly during the Ramp Up Period for the Preferred Startup Package and LDAP as well as during Period 1, 2 and 3 for the Support Package as shown in the above products table. Amount shall be due NET30 from receipt of invoice which is sent on or around each Period's respective Begin Date.

This License Agreement requires a minimum number of paying Exam Takers ("Minimum Licenses") per Period. If at the end of each Period, Licensee's Exam Takers have failed to purchase at least the Minimum Licenses, Licensor shall invoice Licensee for the difference between the Minimum Licenses and the actual number purchased by Licensee's Exam Takers at the License Fee rate provided above.

All payments required by this Agreement are exclusive of all sales, use, excise and other taxes, if any, and Licensee will bear and be responsible, on both a proactive and retroactive basis, for the payment of all such charges, excluding taxes based upon ExamSoft's net income.

Send all payments to: ExamSoft Worldwide, Inc. Phone: (866) 429-8889
 5001 LBJ Freeway, Suite 700
 Dallas, TX 75244 USA

III. Acceptance of Business Terms

Licensee	Licensor
Client: Rancho Santiago Community College District on behalf of Santa Ana College	ExamSoft: ExamSoft Worldwide, Inc.
By: Peter J. Hardash	By: _____
Title: Vice Chancellor of Business Operations/Fiscal Services	Title: _____
Date: _____	Date: _____
	Tax Identification: <u>65 0836105</u>

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

To:	Board of Trustees	Date: July 15, 2019
Re:	Approval of Rancho Santiago Community College District Professional Services Agreement with PGINET Consulting	
Action:	Request for Approval	

BACKGROUND

This is a Rancho Santiago Community College District professional services agreement with PGINET Consulting.

ANALYSIS

This Rancho Santiago Community College District professional services agreement with PGINET Consulting shall be effective as of the date signed by both parties until December 31, 2019 or until termination by written notice of either party. Vice President of Continuing Education, Dr. James Kennedy and college staff have reviewed the Rancho Santiago Community College District professional services agreement with PGINET Consulting. This Rancho Santiago Community College District professional services agreement with PGINET Consulting will carry a cost for Santa Ana College of no more than \$52,500. The Rancho Santiago Community College District professional services agreement with PGINET Consulting will facilitate automation of substitute faculty scheduling for SAC-SCE, as well as support further development of online education plans and increased student access to information through a secure platform.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Rancho Santiago Community College District professional services agreement with PGINET Consulting, located in Fullerton, California, as presented.

Fiscal Impact:	\$52,500	Board Date: July 15, 2019
Prepared by:	James Kennedy, Ed.D., Vice President of Continuing Education	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, Santa Ana College and PGINET Consulting, having its principal business address located at PO BOX 3306, Fullerton CA 92834-3306 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

District and Contractor are also referred to collectively as the “Parties” and individually as “Party.”

WHEREAS, District is authorized to contract with persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, administrative, or other related matters; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor represents that it is specially trained, experienced, properly certified/licensed and competent to perform the services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of the Recitals and mutual covenants provided in this Contract, District and Contractor agree as follows:

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.

2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on July 16th, 2019, whichever is later, and shall continue in full force and effect thereafter until and including December 31, 2019 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.

3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.

- D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for bankruptcyTermination.
- E. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages
- F. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
- G. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Fifty-Two Thousand Five Hundred Dollars (\$52,500) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB)

withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

5. Independent Contractor. By its signature on this Contract, Contractor acknowledges and agrees that the Services to be performed under this Contract are those of an independent contractor, and that Contractor is solely responsible for the Services and any other work performed as a result of this Contract. Contractor represents and warrants that Contractor, its subcontractors, and their employees, and agents are not officers, agents, or employees of District. Contractor acknowledges and agrees any personnel performing the Services under this Contract shall at all times be under Contractor's exclusive direction and control, and that Contractor is solely responsible for payment of all compensation, wages, salaries, benefits, and other amounts due to such personnel. Contractor further acknowledges and agrees that Contractor shall be solely responsible for all federal, state, and local taxes and any and all fees applicable to any Services performed under this Contract, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

6. Use of Subcontractors. Contractor shall not delegate, by contract, agreement or otherwise, any services or tasks required under this Contract to any other person or entity without the express written permission of District by executed addendum. Consent to any subcontract may be withheld by District at its sole and unrestricted discretion. District shall not be obligated to pay for any services or work performed by an unauthorized person or entity. Contractor shall at all times during the term of this agreement remain fully and independently responsible and liable to District for the full and complete performance of the terms and conditions of this Contract. Contractor shall be responsible for ensuring that all subcontractors independently satisfy all of the requirements of Contractor under this Contract, including but not limited to the insurance and indemnification provisions of this Contract, unless otherwise agreed in writing by the District. Prior to performance of Services by any subcontractor, the subcontractor shall provide District with evidence of all insurance, certificates, forms, and licenses required by this Contract.

7. Trademark/Logo Use. Contractor must obtain written approval from the District to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, the District will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free,

fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

- a. To the fullest extent allowed by law, Contractor shall defend, indemnify and hold District, its officials, trustees, officers, agents, employees, volunteers, and representatives (“Indemnitees”) free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively “Loss”) to the extent arising out of or incident to: 1) Contractor or any subcontractor’s failure to fully comply with or breach of any of the terms and conditions of this Contract, or 2) any acts, omissions, negligence or willful misconduct of Contractor, any subcontractor, and their officials, officers, employees, and agents arising out of or in connection with the performance of Services or otherwise arising from this Contract (“Indemnification”).
- b. Contractor’s Indemnification includes, but is not limited to, the payment of all damages and attorney’s fees, fines, penalties and other related costs and expenses. The only limitations on this provision shall be those imposed by Civil Code § 2782, as may be applicable, or other applicable provisions of law.
- c. Contractor’s defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnitees, and the defense shall be paid at Contractor’s own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnitees, notwithstanding whether liability is, can be or has yet been established.

10. Insurance Requirements. Contractor (and all subcontractors) agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverage from an admitted carrier in the State of California with an AM Best Rating of A-VII or higher:

- a. Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) aggregate and must include coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent contractor’s liability, written on an "occurrence" form;
- b. Business Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000). (Business Auto Liability is required when a vendor is operating a vehicle on District premises for other than commute purposes or the vehicle is an integral part of their services).
- c. Workers' Compensation insurance. This coverage is required unless Contractor provides written verification it has no employees. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Contractor must also maintain Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. as required by statutory insurance requirement of the State of California;

Other Insurance Requirements

- Contractor agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.
- Contractor's Insurance to be Primary. Any insurance or self-insurance maintained by the District, its board of trustees, officials, employees, volunteers, and agents shall be excess of the Contractor's insurance and shall not contribute with it.
- Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. All certificates must be delivered before Work is to commence. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.
- Waiver of Subrogation. Contractor hereby grants to District, its board of trustees, employees, volunteers, and agents a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.
- An Umbrella Liability policy (or Excess Liability) may be used to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits to meet District's minimum coverage requirements provided all requirements set forth herein are fully satisfied with respect to such policy.
- If Contractor maintains broader coverage and/or higher limits than the minimums required herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

11. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

12. Compliance with Applicable Laws. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

13. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Work pursuant to this Agreement.

14. Professional Practices. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands

and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

16. Entire Agreement/Amendment. When signed by both Parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the Parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

17. Non-Discrimination. Contractor represents that it is an equal opportunity employer and acknowledges that it shall not subject any person to unlawful discrimination based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, or political affiliation in programs, activities, services, benefits, or employment in connection with this Contract. Contractor agrees not to discriminate on any of these bases in its employment or personnel policies, including but not limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

18. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

District: Rancho Santiago Community College District
Attn: Peter J. Hardash, VC of Business/Fiscal Operations
2323 N. Broadway
Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)
James Kennedy
Vice President, Santa Ana College
2900 West Edinger Ave
Santa Ana, CA. 92704

Contractor: Paul Gallagher,
Owner PGINET Consulting
PO BOX 3306, Fullerton, CA 92834-3306

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Exhibits. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.

22. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

23. Conflict of Interest. Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.

24. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.

25. Time is of the Essence. Time is of the essence and Contractor shall perform the services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.

26. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless District from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

27. Force Majeure. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.

28. Failure to Perform. As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days' written notice and opportunity to cure to

Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both Parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.

29. Dispute Resolution.

Negotiation. Any dispute that Contractor may have regarding the performance of this Contract, including, but not limited to, claims for additional compensation, shall be submitted to District within 30 days of its occurrence. District and Contractor shall attempt to negotiate a resolution of such dispute and process an amendment to this Contract to implement the terms of such resolution.

Mediation. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be resolved through direct discussions, the Parties agree to first endeavor to resolve the dispute in an amicable manner by non-binding mediation under the applicable rules of the Judicial Arbitration and Mediation Service (JAMS), or other similar organization mutually selected by the Parties. If any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, remains after mediation, the matter shall be determined in a court of law of proper jurisdiction in the District's place of venue.

If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal quota of the expenses of the mediator.

A party that refuses to participate in mediation or refuses to participate in the selection of a mediator cannot file a legal action. The non-refusing party shall be permitted to file a legal action immediately upon the other party's refusal to participate in mediation or the selection of a mediator.

30. Amendments. This Agreement may be amended only by written instrument signed by both District and Contractor which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

32. Certification Regarding Debarment, Suspension or Other Ineligibility. (Applicable to all agreements funded in part or whole with federal funds).

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility

33. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing

business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).

34. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor for Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: Paul Gallagher

Print Title: Owner PGINET Consulting

Date: _____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof.

Services from Paul Gallagher/PGINET Consulting are required during the 2019-20 school year, to support the objectives of the District. The services provided are detailed below. Invoices for services rendered will be submitted to Rancho Santiago Community College District.

Services

- Develop faculty interface for substitute assignment system.
- Develop substitute assignment availability form
- Integrate future term scheduling availability form for instructors into substitute assignment system
- Provide two onsite trainings for faculty/staff during the week of August 12, 2019 at the Centennial Education Center

Education Center

- Support implementation and rollout of Substitute Assignment Tracking system for the Fall 2019

Provide technical support, enhancements and reports as needed for the following systems:

- Continuing Education Faculty Development Tracking System
- Santa Ana College Professional Development Tracking System
- Noncredit High School Grading Application
- Noncredit Educational Planning System
- Noncredit Certificate Tracking System
- Web Accessible Noncredit Schedule

The total compensation (including, any reasonable costs, expenses or reimbursements) payable by the District to the Contractor shall not exceed the Cost of Services as set forth in Section 3.0.

To the extent that the Schedule of Compensation includes any travel, hotel or other reimbursable expenses, such expenses shall be for actual and reasonable expenses incurred in the performance of the Scope of Services.

The Contractor and the District agree that the Contractor shall earn its compensation according to the following method:

The District agrees to pay Contractor, at a rate of \$105 per hour to work on the scope of services identified in Exhibit A; District shall pay for the services after the Contractor submits the invoice to the District; given that the services set forth in Exhibit A will be performed and all deliverables will have been accepted by the District.

Fee/Terms

The payment will be in the sum of \$105 per hour

TOTAL AMOUNT NOT TO EXCEED \$52,500

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santa Ana College – President’s Office

To:	Board of Trustees	Date: July 15, 2019
Re:	Approval of Media Buying Services Proposal for Santa Ana College with Twenty Fifth Hour Communications, Inc.	
Action:	Request for Approval	

BACKGROUND

Renewed marketing efforts at Rancho Santiago Community College District (RSCCD) began in 2014, thanks to support from the RSCCD Board of Trustees in the form of one-time funds. SAC has since made a conscious effort to dedicate financial resources to continue college-wide marketing and advertising. The SAC Public Affairs Office, formed in March 2017, oversees the planning and implementation of these efforts.

ANALYSIS

In today’s marketplace, current and prospective students have many options open to them. They may choose to return to the workforce, select one of the seven other community colleges in Orange County, or opt for a college in a nearby county. To remain competitive and top-of-mind, SAC is implementing a comprehensive and strategic advertising plan. Digital and specialty advertising tactics are being implemented, but many digital advertisers require payment by credit card. At this time, RSCCD and SAC only have the ability to pay for media buys via check.

Twenty Fifth Hour Communications, in conjunction with their work through the RSCCD District Office, is able to execute the College’s media buys with a management fee of 8 percent when paying vendor directly or 13 percent when Twenty Fifth Hour pays on behalf of SAC.

The scope of work includes the following: Assistance with the advertising plan at no charge; Design of collateral materials; Fall media spend on multiple platforms and in multiple languages; Program marketing spend; and Implementation, tracking, and management of all media spends.

This agreement shall support services for the 2019-20 academic year and end no later than June 30, 2020. The agreement is not to exceed \$30,000.00. The project will be funded by equity funds.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Media Buying Services Proposal for Santa Ana College with Twenty Fifth Hour Communications, Inc., as presented.

Fiscal Impact:	\$30,00.00	Board Date: July 15, 2019
Prepared by:	Teresa Mercado-Cota, Assistant Dean, Santa Ana College	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

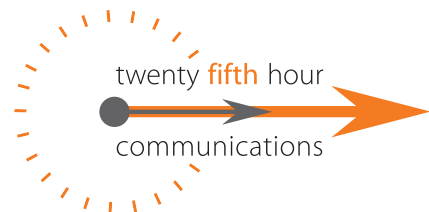


PROPOSAL FOR
**SANTA ANA
COLLEGE**

MEDIA BUYING SERVICES

twenty **fifth** hour communications

Date: June 11, 2019



25comm.com

When time isn't on your side, we are.

 25thHourComm  25thHourComm  25th-hour-comm

Proposed Services

25th Hour Communications proposed the plan below for Fall 2019 promotion for Santa Ana College.

Plan Details:

- Integrated Digital (Social, Device Targeting, SEO)
- Spanish/Vietnamese/Multi-Language
- Retargeting

PR/Design Support (No Cost):

- Press Release to local media outlets, chambers, national community college publications, and industry publications to promote fall enrollment- schedule now available, register now.
- FB/Twitter posts to college social media page
- Graphic social media posting
- Dedicated and optimized Landing Page for this campaign

Messaging: (Detail TBD by SAC and 25th Hour)

- Have you made your plan for fall semester? It's not too late, register today!
- Fall schedules are now available! Register now!
- Accelerate your career pathway! Register for classes today!
- Fast Track Your Career Skills! Start Aug 26th!
- Start Close to Home, Transfer UC or CSU, APPLY NOW

Platforms & Budgets:

- Facebook/ Instagram \$3,000
- Google/ YouTube \$4,000
- SMART Mailer \$5,000
- Spotify \$4,000
- OTT \$5,000
- Geo-Fence Ads \$4,000
- SnapChat \$3,000

Collateral: FALL 2018

- Web Graphic for social media posting
- Digital Ad Suite to support campaign
- Photo suggestions for ads
- YouTube link for YouTube campaign
- Landing Page with operating pixels
- SMART Mailer
- :30 or :15 sec video file

Timeline/Deadlines: FALL 2019

- Landing Page live by 6/20
- Creative designed and approved by 6/25
- Flyer and Web graphic by 8/6
- Digital ads designed and digital campaigns built by 25th Hour
- FB/Twitter posts to college social media page 25th Hour to write
 - Post 3x a month each for July and August.



Proposed Fees

Thank you for the opportunity to submit this proposal to provide media buying services for Santa Ana College for your Fall advertising needs. Below is a list of our services based on the previously provided plan. We propose to undertake and complete the media buy services listed for Santa Ana College at the previously negotiated rates with the district office. The management fee is 8% deducted from the spend if Santa Ana College pays advertising vendors directly or 13% deducted if 25th Hour Communications pays on your behalf. This fee includes implementation, placement, and monitoring.

Media Services	Total
Facebook/ Instagram	\$3,000
Google/ YouTube	\$4,000
SMART Mailer	\$5,000
Spotify	\$4,000
OTT	\$5,000
GeoFence Adss	\$4,000
SnapChat	\$3,000
Graphic Design for Campaigns	\$2,000
Real-time Digital Dashboard <ul style="list-style-type: none"> Comprehensive campaign access included pending district contract renewal. 	Included with district agreement
Total	\$30,000

25th Hour Communications, Inc. invoices in full upon media plan approval. If this proposal meets with your approval, please sign below.

Thank you for the opportunity to submit a proposal. We are excited and honored to continue to work with Santa Ana College.

_____ Date
 Trish Lamantia
 25th Hour Communications, Inc.

_____ Date
 Peter J. Hardash
 Vice Chancellor, Fiscal Services/Business Operations
 Rancho Santiago Community College District,
 on behalf of Santa Ana College



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College
President's Office

To: Board of Trustees	Date: July 15, 2019
Re: Approval of Professional Services Agreement with Twenty Fifth Hour Communications, Inc.	
Action: Request for Approval	

BACKGROUND

Renewed marketing efforts at Rancho Santiago Community College District (RSCCD) began in 2015, thanks to support from the Chancellor in the form of one-time funds. When those funds were depleted, Santiago Canyon College (SCC) made a conscious effort to dedicate financial resources in 2018-2019 to continue college-wide marketing and advertising. President's Cabinet, the Marketing Task Force lead, and Twenty Fifth Hour Communications worked together to plan and implement these efforts.

ANALYSIS

In today's marketplace, current and prospective students have many options open to them. They may choose to return to the workforce, select one of the seven other community colleges in Orange County, or opt for a college in a nearby county. To remain competitive and top-of-mind, SCC is implementing a strategic digital fall/intersession advertising plan. To launch a robust digital marketing campaign commensurate with our experience in 2018-2019, SCC continues to seek the expertise of Twenty Fifth Hour Communications to provide these services.

Twenty Fifth Hour Communications, in conjunction with their work through the RSCCD District Office, is able to execute the College's media buy services at the negotiated rate with the District Office. The scope of work for SCC includes advertising through Facebook/Instagram, Google/YouTube, Spotify, Over the Top Media, SMART Mailer, SnapChat, Local Radio, and GeoFence Ads.

This agreement shall support the fall/intersession advertising plan and end no later than December 13, 2019. The agreement is not to exceed \$30,000.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Professional Services Agreement with Twenty Fifth Hour Communications, Inc. for digital advertising services.

Fiscal Impact: \$30,000	Board Date: July 15, 2019
Prepared by: Ruth Babeshoff, Dean, Counseling & Student Support Services/ Marketing Task Force Lead	
Submitted by: John Hernandez, Ph.D., President	
Recommended by: Marvin Martinez, Chancellor	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, on behalf of Santiago Canyon College and 25th Hour Communications, Inc., having its principal business address located at 34 Glen Road, Westwood, MA 02090 hereinafter called (“Contractor”).

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

District and Contractor are also referred to collectively as the “Parties” and individually as “Party.”

WHEREAS, District is authorized to contract with persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, administrative, or other related matters; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor represents that it is specially trained, experienced, properly certified/licensed and competent to perform the services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of the Recitals and mutual covenants provided in this Contract, District and Contractor agree as follows:

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on July 16, 2019, whichever is later, and shall continue in full force and effect thereafter until and including December 13, 2019 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.

- D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for bankruptcyTermination.
- E. In the event of early termination, District shall compensate Contractor only for worksatisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages
- F. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
- G. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor’s noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor’s performance of the Work under this Agreement, a total amount not to exceed Thirty Thousand Dollars (\$30,000) (“Contract Amount”). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District’s obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District’s Purchase Order number, and Contractor’s Taxpayer Identification Number. Invoices shall be paid on a “net 30-day basis” for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed “Request for Taxpayer Identification Number and Certification” (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of

California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

5. Independent Contractor. By its signature on this Contract, Contractor acknowledges and agrees that the Services to be performed under this Contract are those of an independent contractor, and that Contractor is solely responsible for the Services and any other work performed as a result of this Contract. Contractor represents and warrants that Contractor, its subcontractors, and their employees, and agents are not officers, agents, or employees of District. Contractor acknowledges and agrees any personnel performing the Services under this Contract shall at all times be under Contractor's exclusive direction and control, and that Contractor is solely responsible for payment of all compensation, wages, salaries, benefits, and other amounts due to such personnel. Contractor further acknowledges and agrees that Contractor shall be solely responsible for all federal, state, and local taxes and any and all fees applicable to any Services performed under this Contract, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

6. Use of Subcontractors. Contractor shall not delegate, by contract, agreement or otherwise, any services or tasks required under this Contract to any other person or entity without the express written permission of District by executed addendum. Consent to any subcontract may be withheld by District at its sole and unrestricted discretion. District shall not be obligated to pay for any services or work performed by an unauthorized person or entity. Contractor shall at all times during the term of this agreement remain fully and independently responsible and liable to District for the full and complete performance of the terms and conditions of this Contract. Contractor shall be responsible for ensuring that all subcontractors independently satisfy all of the requirements of Contractor under this Contract, including but not limited to the insurance and indemnification provisions of this Contract, unless otherwise agreed in writing by the District. Prior to performance of Services by any subcontractor, the subcontractor shall provide District with evidence of all insurance, certificates, forms, and licenses required by this Contract.

7. Trademark/Logo Use. Contractor must obtain written approval from the District to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, the District will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and

use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

- a. To the fullest extent allowed by law, Contractor shall defend, indemnify and hold District, its officials, trustees, officers, agents, employees, volunteers, and representatives (“Indemnitees”) free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively “Loss”) to the extent arising out of or incident to: 1) Contractor or any subcontractor’s failure to fully comply with or breach of any of the terms and conditions of this Contract, or 2) any acts, omissions, negligence or willful misconduct of Contractor, any subcontractor, and their officials, officers, employees, and agents arising out of or in connection with the performance of Services or otherwise arising from this Contract (“Indemnification”).
- b. Contractor’s Indemnification includes, but is not limited to, the payment of all damages and attorney’s fees, fines, penalties and other related costs and expenses. The only limitations on this provision shall be those imposed by Civil Code § 2782, as may be applicable, or other applicable provisions of law.
- c. Contractor’s defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnitees, and the defense shall be paid at Contractor’s own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnitees, notwithstanding whether liability is, can be or has yet been established.

10. Insurance Requirements. Contractor (and all subcontractors) agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverage from an admitted carrier in the State of California with an AM Best Rating of A-VII or higher:

- a. Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) aggregate and must include coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent contractor’s liability, written on an "occurrence" form;
- b. Business Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000). (Business Auto Liability is required when a vendor is operating a vehicle on District premises for other than commute purposes or the vehicle is an integral part of their services).
- c. Workers' Compensation insurance. This coverage is required unless Contractor provides written verification it has no employees. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Contractor must also maintain Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. as required by statutory insurance requirement of the State of California;

Other Insurance Requirements

- Contractor agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.
- Contractor's Insurance to be Primary. Any insurance or self-insurance maintained by the District, its board of trustees, officials, employees, volunteers, and agents shall be excess of the Contractor's insurance and shall not contribute with it.
- Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. All certificates must be delivered before Work is to commence. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.
- Waiver of Subrogation. Contractor hereby grants to District, its board of trustees, employees, volunteers, and agents a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.
- An Umbrella Liability policy (or Excess Liability) may be used to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits to meet District's minimum coverage requirements provided all requirements set forth herein are fully satisfied with respect to such policy.
- If Contractor maintains broader coverage and/or higher limits than the minimums required herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

11. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

12. Compliance with Applicable Laws. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

13. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Work pursuant to this Agreement.

14. Professional Practices. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that

Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

16. Entire Agreement/Amendment. When signed by both Parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the Parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

17. Non-Discrimination. Contractor represents that it is an equal opportunity employer and acknowledges that it shall not subject any person to unlawful discrimination based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, or political affiliation in programs, activities, services, benefits, or employment in connection with this Contract. Contractor agrees not to discriminate on any of these bases in its employment or personnel policies, including but not limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

18. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

District: Rancho Santiago Community College District
Attn: Peter J. Hardash, VC of Business/Fiscal Operations
2323 N. Broadway
Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)
Santiago Canyon College
Ruth Babeshoff
Dean, Counseling & Student Support Services
SCC Marketing Task Force Lead
8045 E. Chapman Ave.
Orange, CA 92869

Contractor: 25th Hour Communications, Inc.
Trish Lamantia
4756 Mallard Ct
Paso Robles, CA 93446

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Exhibits. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.

22. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

23. Conflict of Interest. Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.

24. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.

25. Time is of the Essence. Time is of the essence and Contractor shall perform the services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.

26. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless District from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

27. Force Majeure. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor

disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.

28. Failure to Perform. As used in this Contract, “failure to perform” means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days’ written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both Parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.

29. Dispute Resolution.

Negotiation. Any dispute that Contractor may have regarding the performance of this Contract, including, but not limited to, claims for additional compensation, shall be submitted to District within 30 days of its occurrence. District and Contractor shall attempt to negotiate a resolution of such dispute and process an amendment to this Contract to implement the terms of such resolution.

Mediation. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be resolved through direct discussions, the Parties agree to first endeavor to resolve the dispute in an amicable manner by non-binding mediation under the applicable rules of the Judicial Arbitration and Mediation Service (JAMS), or other similar organization mutually selected by the Parties. If any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, remains after mediation, the matter shall be determined in a court of law of proper jurisdiction in the District’s place of venue.

If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal quota of the expenses of the mediator.

A party that refuses to participate in mediation or refuses to participate in the selection of a mediator cannot file a legal action. The non-refusing party shall be permitted to file a legal action immediately upon the other party’s refusal to participate in mediation or the selection of a mediator.

30. Amendments. This Agreement may be amended only by written instrument signed by both District and Contractor which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

32. Certification Regarding Debarment, Suspension or Other Ineligibility. (Applicable to all agreements funded in part or whole with federal funds).

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes;

(c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility

33. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).
34. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor for Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: Tricia Lamantia
Signature of Authorized Person

Print Name: Trish Lamantia

Print Title: Chief Executive Officer

Date: June 18, 2019

Santiago Canyon College
 Exhibit A
 Scope of Work and Detailed Schedule of Payment
Fall Advertising Services

The work completed heron must meet the approval of the District and shall be subject to the District’s general right of inspection to secure the satisfactory completion thereof.

25th Hour Communications will provide media buying services for Santiago Canyon College for your Fall and Intersession advertising needs. Below is a list of our services based on the previously provided plan. We propose to undertake and complete the media buy services listed for Santiago Canyon College at the previously negotiated rates with the district office. The management fee is 8% deducted from the media spend if Santiago Canyon College pays advertising vendors directly or 13% deducted if 25th Hour Communications pays on your behalf. This fee includes implementation, placement, and monitoring. Total amount to be billed upon plan approval.

Project Elements	Fee
Fall Advertising Plan	\$0
Fall Advertising Media Spend — July 16 - September 30, 2019 <ul style="list-style-type: none"> • Facebook/ Instagram—\$3,480 • Google/ YouTube—\$2,610 • SMART Mailer—\$1,740 • Local Radio—\$2,610 • Spotify—\$2,610 • Over the Top—\$4,350 • GeoFence Ads—\$2,610 • SnapChat—\$1,740 	\$21,750
Fall Advertising Fee: Implementation, Tracking & Management <ul style="list-style-type: none"> • Building, placement, implementation and monitoring of media spend and campaigns. • 13% of Media Spend 	\$3,250
Intersession Advertising Plan	\$0
Intersession Advertising Media Spend —October 15 - December 13, 2019 <ul style="list-style-type: none"> • Facebook/ Instagram—\$2,175 • Google/ YouTube—\$2,175 	\$4,350
Intersession Advertising Fee: Implementation, Tracking & Management <ul style="list-style-type: none"> • Building, placement, implementation and monitoring of media spend and campaigns. • 13% of Media Spend 	\$650
Total:	\$30,000

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College – Community Services Program**

To:	Board of Trustees	Date: July 15, 2019
Re:	Approval of Santa Ana College Community Services Program - Fall 2019	
Action:	Request For Approval	

BACKGROUND

The Santa Ana College Community Services Program offers classes that are of special interest or designed for a specific audience or need. They are not for credit, usually shorter in duration than college credit classes, and do not require lengthy preparation or rigorous testing. From the creative arts and financial management to computer software and special tours, these offerings are open to the general public for educational, cultural, social and recreational purposes for a fee. Its inherent flexibility allows the addition or replacement of classes that have the most cost effective impact on the program and the community.

ANALYSIS

The proposed Fall 2019 schedule supports the mission of Santa Ana College as a leader and partner that inspires, transforms and empowers a diverse community of learners. Adults and children in the Santa Ana College service area have access to over 170 academic and professional development courses, personal enrichment and recreational activities. This comprehensive fee based menu provides educational opportunities for students to discover, prepare, develop and pursue lifelong learning.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Santa Ana College Community Services Program for Fall 2019, as presented.

Fiscal Impact:	\$25,000 (estimated net income after expenses)	Board Date: July 15, 2019
Prepared by:	Lithia Williams, Community Services Program Coordinator II James Kennedy, Ed. D., Vice President, School of Continuing Education, Santa Ana College	
Submitted by:	Linda D. Rose, Ed. D. President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

COMMUNITY SERVICES – FALL 2019 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Active Adults			
Government Grants – Elder Care	Carl Leiter	\$25	60/40
VA Benefits – Elder Care	Carl Leiter	\$25	60/40
Yoga for Seniors	John Bishop	\$59	60/40
Around The Home			
Electrical Repairs	Phil Famolaro	\$125	\$40/hr
Miniature Gardens	Beth Davidson	\$30	70/30
Container Gardening	Beth Davidson	\$30	70/30
Home Improvement Repair	Phil Famolaro		\$40/hr
Arts & Crafts			
Holiday Floral Design	Mina Asadirad	\$70	50/50
Soap Making	Quayum Abdul	\$39	60/40
Candle Making	Quayum Abdul	\$39	60/40
Furniture Upholstery	Paciano Dominguez	\$125	60/40
Beads, Crystals & Semi Precious Stones	Brigitte Burns	\$30	60/40
Basic Wire Wrapping	Brigitte Burns	\$30	60/40
Creative Card Designs	Brigitte Burns	\$30	60/40
Sun Catcher	Beth Davidson	\$30	70/30
Wind chimes	Beth Davidson	\$30	70/30
Plate Garden Flowers	Beth Davidson	\$30	70/30
Succulent Birdhouse	Beth Davidson	\$30	70/30
Succulent Jewelry	Beth Davidson	\$25	70/30
Mosaic Tiling	Beth Davidson	\$30	70/30
Boho Wall Art	Beth Davidson	\$30	70/30
Dreamcatcher	Beth Davidson	\$30	70/30
Metal Stamping	Beth Davidson	\$30	70/30
Decorative Greenhouse	Beth Davidson	\$40	70/30
Terrarium Workshop	Beth Davidson	\$25	70/30
Mix Media	Lorna Manapat	\$89	60/40
Watercolor	Lorna Manapat	\$75	60/40
Acrylic on Canvas	Lorna Manapat	\$25	60/40
Ceramic Workshop	Amy Sargeant	\$40	\$25/hr
Succulent Planter Workshop	Amy Sargeant	\$60	\$25/hr
Ceramic Tray Workshop	Amy Sargeant	\$50	\$25/hr
Making Bath Bombs	Quayum Abdul	\$39	60/40
Bath Products	Quayum Abdul	\$39	60/40
Automotive			
BAR Update	James Rudd	\$295	60/40
CCDET Smoke Inspection	James Rudd	\$175	60/40
Cargo Handling Inspection	James Rudd	\$175	60/40
EPA Certification	James Rudd	\$175	60/40
Auto Wholesale Business	Ronald Williams	\$89	60/40
DEAM Certification	James Rudd	\$175	60/40
HVAC I & II	James Rudd	\$200	50/50
SCR TTC Certification	James Rudd	\$200	50/50
Transit Vehicle Safety	James Rudd	\$200	60/40
Auto Upholstery	Paciano Dominguez	\$125	60/40
How to Buy At A Public Auction	Ronald Williams	\$89	60/40
Business & Careers			
Become A Floral Designer	Mina Flowers, Inc.	\$70	50/50
Voice Overs	Such A Voice	\$29	60/40
Make Up 101	Michelle Jackson	\$59	60/40

COMMUNITY SERVICES – FALL 2019 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
AirBNB – Tax Perspective	Dean Ferraro	\$69	60/40
Build Your Own Website	Rounds & Miller Assoc.	\$39	60/40
Become A Notary Public	NPS, Inc.	\$99	60/40
Renewing Your Notary	NPS, Inc.	\$50	60/40
Loan Signing Agent	NPS, Inc.	\$99	60/40
Immigration Consultant	NPS, Inc.	\$199	60/40
Home-Based Business	LeeAnne Krusemark	\$29	60/40
Typing/Word Processing Business	LeeAnne Krusemark	\$15	60/40
Quickbooks & Taxes	Miguel Figueroa	\$89	60/40
Human Resource Management	Sylvia Gonzalez	\$99	60/40
Small Business Bookkeeping & Taxes	Phil Famolaro	\$125	60/40
Makeup Artistry	Michelle Jackson	\$125	60/40
Patents, Trademarks, Copyrights	Rounds & Miller Assoc.	\$39	60/40
Self-Publish for Free	Rounds & Miller Assoc.	\$39	60/40
Become A Professional Organizer	Rounds & Miller Assoc.	\$39	60/40
Intro to Screenwriting	LeeAnne Krusemark	\$15	60/40
Meet the Publisher	LeeAnne Krusemark	\$15	60/40
Beginner's Guide to Getting Published	LeeAnne Krusemark	\$15	60/40
Become A Mystery Shopper	Jennifer Hayes	\$39	60/40
Certified Phlebotomy Technician	Ruben Sitorus	\$2,000	70/30
Architectural Drafting	Phil Famolaro	\$125	\$40/hr.
Fun With Public Speaking	Donna Valenti	\$75	60/40
The Art of Staying Employed	Valeree Lee	\$59	60/40
The Future of Work	Valeree Lee	\$59	60/40
Podcasting for Profit	Rounds & Miller Assoc	\$59	60/40
The Principles of Success	Donna Valenti	\$125	60/40
How To Become A Travel Agent	Dahlia Quinonez	\$75	60/40
Face Painting	Carmen Macdonald	\$75	\$40/hr.
Intro to Production of Distilling	Ryan Friesen	\$125	60/40
Professional Special Effects Artist	Carmen Macdonald	\$125	\$40/hr.
Legal Document Assistant	Notary Public Seminars, Inc.	\$95	60/40
College For Kids			
Early Reader	Alpine Tutoring	\$89	\$35/hr
Reading Development & Comprehension	Alpine Tutoring	\$89	\$35/hr
SAT Prep	Alpine Tutoring	\$115	\$35/hr
Basic Math	Alpine Tutoring	\$89	\$35/hr
Online Driver's Education	Safety Driver's Ed	\$39	60/40
English Composition	Phyllis Neal	\$59	\$30/hr
Study Skills	Alpine Tutoring	\$35	\$35/hr
Spelling & Vocabulary	Phyllis Neal	\$39	60/40
Martial Arts	John Bishop	\$59	60/40
Computers			
Computer Basics	Dori Dumon	\$49	\$35/hr
Windows 10	Dori Dumon	\$49	\$35/hr
Microsoft Excel	Dori Dumon	\$49	\$35/hr
MS Office	Dori Dumon	\$69	\$35/hr.
Intro to Programming	Maurice Wilkins	\$125	\$30/hr.
Adobe Acrobat Pro	Dori Dumon	\$69	\$35/hr.
Court Mandated			
Alcohol & Drug Awareness	Dennis Donovan	\$50	80/20
14601.1 Suspended License Program	Barry Reed	\$325	50/50
DEJ Deferred Dismissal	Diego Fuentes	\$325	50/50

COMMUNITY SERVICES – FALL 2019 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Anger Management	Anthony Rabiola	\$325	50/50
Petty Theft	Pat Verwiel	\$325	50/50
Domestic Violence	Pat Verwiel	\$325	50/50
Victim Impact Panel I & II	Pat Verwiel	\$325	50/50
Life Skills	Michael Doudna	\$325	50/50
VC 12500 (c) Driving Without License	Michael Doudna	\$325	50/50
Culinary Arts			
Fall Cooking with Tarla	Tarla Fallgatter	\$39	60/40
Cooking Up Cultures	Gate Team	\$79	60/40
Dance			
Salsa Beginning	Salomon Rivera	\$69	60/40
Ballroom Dance	Ashley Fletcher	\$69	\$30/hr.
Country Line Dance	Jeanne Estrin	\$80	50/50
Caribbean & Latin Dance	Miguel Figueroa, Jr.	\$69	60/40
Social Salsa Dance	Miguel Figueroa, Jr.	\$69	60/40
Health, Fitness & Beauty			
Mindfulness – Stress Reduction	Donna Valenti	\$75	60/40
Yoga, Body & Spirt in Motion	John Bishop	\$59	60/40
Basic First Aid	Sabrina Bradley	\$30	60/40
Adult, Child, Infant, CPR	Sabrina Bradley	\$30	60/40
Open Court Badminton	Chi Tran	\$39/\$59	60/40
Zumba	Salomon Rivera	\$30	60/40
Essential Oils	Beth Davidson	\$30	70/30
Tai Chi	Celia Rubalcaba	\$59	60/40
Adult Martial Arts	John Bishop	\$59	60/40
Self-Defense	John Bishop	\$59	60/40
Language			
Spanish For Business	Gate Team	\$120	60/40
Spanish for Healthcare Professionals	Gate Team	\$225	60/40
Spanish for Justice Administration	Gate Team	\$325	60/40
Italian for Travelers	Alpine Tutoring	\$69	\$35/hr
Conversational Spanish	Gate Team	\$130	60/40
Medical Billing			
Medical Insurance Billing Certificate	KGP, Inc.	\$150	60/40
Medical Front Office Certificate	KGP, Inc.	\$35	60/40
Medical Billing Service	KGP, Inc.	\$25	60/40
Money Matters			
Financial Planning	Cleo Olson & Susana Lee	\$25	60/40
Maximize Your Social Security	Cleo Olson & Susana Lee	\$25	60/40
How to Find Money You Didn't Know You Had	Cleo Olson & Susana Lee	\$25	60/40
Life Insurance: Not Just For Loved Ones	Cleo Olson & Susana Lee	\$25	60/40
Become Financially Independent	Cleo Olson & Susana Lee	\$25	60/40
Women & Retirement	Cleo Olson & Susana Lee	\$25	60/40
Basic Investing	Jason Micheli	\$35	60/40
Invest In Stock Market	Jason Micheli	\$35	60/40

COMMUNITY SERVICES – FALL 2019 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Online Workshops			
Internet & Basic Computer Literacy	Education To Go	\$99	\$69
Web Page Design, Graphics & Multimedia	Education To Go	\$99	\$69
Computer Troubleshooting & Networking	Education To Go	\$99	\$69
Computer Programming	Education To Go	\$99	\$69
Digital Photography & Digital Video	Education To Go	\$99	\$69
Languages (various)	Education To Go	\$99	\$69
Writing Courses	Education To Go	\$99	\$69
Entertainment Industry	Education To Go	\$99	\$69
Business Planning & Sales	Education To Go	\$99	\$69
Business Marketing & Accounting	Education To Go	\$99	\$69
Finance, Wealth & Career Building	Education To Go	\$99	\$69
Family, Parenting & Child Care	Education To Go	\$99	\$69
Personal Enrichment	Education To Go	\$99	\$69
Online Career Training Programs			
Business & Professional	Gatlin Education	\$1795	\$300
Healthcare & Fitness	Gatlin Education	\$1795	\$300
Hospitality & Gaming	Gatlin Education	\$1795	\$300
IT & Software Development	Gatlin Education	\$1795	\$300
Management & Corporate	Gatlin Education	\$1795	\$300
Media & Design	Gatlin Education	\$1795	\$300
Skilled Trades & Industrial	Gatlin Education	\$1795	\$300
Sustainable Energy & Going Green	Gatlin Education	\$1795	\$300
Pet Care			
Dog Obedience	Dog Services Unlimited	\$96	50/50
Dog Manners "Crash Course"	Dog Services Unlimited	\$86	50/50
Real Estate			
Buying Your First Home	Sandy Flores	\$25	60/40
Getting the Best Home Loan	Sandy Flores	\$25	60/40
Fix & Flip	Sandy Flores	\$25	60/40
Real Estate Investments	Gustavo Duran	\$89	60/40
Travel			
Sunday by the Seaside	Good Times Travel	\$89	70/30
Homes for the Holiday	Good Times Travel	\$119	70/30
Rose Parade	Good Times Travel	\$199	70/30
Valle De Guadalupe Winery Tour	Dalia's Travel	\$75	70/30
A Day in Las Vegas	Dalia's Travel	\$85	70/30

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santiago Canyon College
Community Services Program**

To: Board of Trustees	Date: July 15, 2019
Re: Approval of Santiago Canyon College Community Services Program, Fall 2019	
Action: Request for Approval	

BACKGROUND

The Fall 2019 Community Services Program reflects a comprehensive effort to meet the needs of the community by maintaining quality in community education programming through the development of new courses and promoting on-going revenue generating courses.

ANALYSIS

Santiago Canyon College (SCC) maintains a comprehensive educational Community Services Program that supports RSCCD's vision of "providing comprehensive educational opportunities" and responds to the diverse needs of the community. Community Services continues to expand its educational program by offering more than 120 cost effective classes in the SCC service area. Classes offered are presented to SCC's Curriculum and Instruction Council twice per year to ensure that they do not compete with credit and noncredit course offerings.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Santiago Canyon College Community Services Program for Fall 2019.

Fiscal Impact: \$25,000 revenue	Board Date: July 15, 2019
Prepared by: Jose Vargas, Vice President, Continuing Education	
Submitted by: John C. Hernandez, Ph.D., President	
Recommended by: Marvin Martinez, Chancellor	

SANTIAGO CANYON COLLEGE
Community Services Program – Fall 2019

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate SCC/Presenter</u>
Active Adults			
Online Courses	Education To Go	Varied	Varied
Retired – Now What?	Flora M. Brown	\$49	\$30/hour
Total Fitness	Jeff Nolasco	\$30	\$35/hour
Total Fitness –Circuit Training	Jeff Nolasco	\$30	\$35/hour
Barre Class	Jordyn Parent	\$99	\$30/hour
Tai Chi For Balance	Karen Mack	\$99	60/40
Meditation for Everyday	Mariana Fischer-Militaru	\$16	\$35/hour
Yoga for Every Body	Mariana Fischer-Militaru	\$24	\$40/hour
Advanced Retirement Strategies	Pure Financial Advisors	\$49	No Charge
Retirement Planning Today	Pure Financial Advisors	\$49	No Charge
Mature Drivers Course	TBD	\$45	\$35/hour
Animal Care			
Basic Dog Manners “Crash Course”	Dog Services Unlimited	\$88	50/50
Frisbee Dogs! Catch the FUN!	Dog Services Unlimited	\$34	50/50
Online Courses	Education To Go	Varied	Varied
How to Help Your Dog Help Others	Kim Pagonos	\$82	60/40
S.T.A.R. Puppy	Kim Pagonos	\$82	60/40
Around the Home & Garden			
Online Courses	Education To Go	Varied	Varied
Arts & Crafts			
Printmaking for Fun	Deborah Goldman	\$120	60/40
Advanced Pastels	Dori Dewberry	\$120	\$35/hour
Drawing & Painting with Pastels	Dori Dewberry	\$120	\$35/hour
Online Courses	Education To Go	Varied	Varied
Holiday Cake/Cookie Decorating	Elizabeth Perreault	\$70	60/40
Basic Buttercream Cake Decorating	Elizabeth Perreault	\$70	60/40
Basic Fondant Cake Decorating	Elizabeth Perreault	\$70	60/40
Cake Decorating Combo Class	Elizabeth Perreault	\$135	60/40
Figure Drawing Essentials	Jennifer Lee	\$79	60/40
Introduction to Drawing	Jennifer Lee	\$79	60/40
Mixed Media	Jennifer Lee	\$30	60/40
Fall Still Life Workshop	Jennifer Lee	\$30	60/40
Advanced Watercolor	Jennifer Lee	\$140	60/40
Painting & Drawing with Pastels	Kamillia Hardy	\$140	60/40
The Art of Balloon Twisting	Kim-Yen Gil	\$49	60/40
Become a Floral Designer	Mina Wholesale Flowers	\$70	50/50
Fall/Holiday Floral Designs	Mina Wholesale Flowers	\$70	50/50
Stained Glass for Beginners	TBD	\$150	\$30/hour
Silk Scarf Painting	TBD	\$89	\$30/hour

SANTIAGO CANYON COLLEGE
Community Services Program – Fall 2019

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u> <u>SCC/Presenter</u>
Business & Careers			
LS Exam Review Class	CA Land Surveyors Assoc.	\$400/\$495	30/70
How to Become a Travel Agent	Dahlia Quinonez	\$120/\$59	\$30/hour
Backflow Prevention Device Repair	Gary Blackmore	\$260	\$55/hour
Accounting for QuickBooks	Glenn Villanea	\$120	\$30/hour
Intro/Advanced QuickBooks	Glenn Villanea	\$120	\$30/hour
How to Sell on EBay	Frances Greenspan	\$65	60/40
Advanced Computer Aided Drafting	Jeff Covey	\$290	\$50/hour
How to Become a Mystery Shopper	Jennifer Hayes/Schutzta	\$39	60/40
ACLS for Healthcare Professionals	Joe Mendivil	\$170	\$115/Participant
BLS/CPR for Healthcare Professionals	Joe Mendivil	\$50	\$35/Participant
PALS for Healthcare Professionals	Joe Mendivil	\$170	\$115/Participant
Survey Mapping in Civil 3D	Jonathan Maddox	\$290	\$55/hour
Beginner's Guide to Getting Published	LeeAnne Krusemark	\$39	60/40
Intro to Screenwriting for TV or Movies	LeeAnne Krusemark	\$19	60/40
Make Money with a VR Assistant/WP Business	LeeAnne Krusemark	\$19	60/40
Meet the Publisher	LeeAnne Krusemark	\$19	60/40
Self-Publishing vs. Traditional Publishing	LeeAnne Krusemark	\$19	60/40
Intro to Mixology & Spirits	Megan Barton	\$175	60/40
Mixed Drinks for the Holidays	Megan Barton	\$175	60/40
How to Stand Out as a Writer	Nikki Hanna	\$59/\$120	\$30/hour
Become a Notary Public	Notary Public Seminars	\$85	60/40
Become an Immigration Consultant	Notary Public Seminars	\$129	60/40
Certified Loan Signing Agent	Notary Public Seminars	\$89	60/40
Renew Your Notary Commission	Notary Public Seminars	\$50	60/40
Wholesale Auto Dealer	Ronald Williams	\$89	60/40
Introduction to Production Distilling	Ryan Friesen	\$120	60/40
Human Resources Series	Silvia Gonzalez	\$120	60/40
• What is Human Resources?	Silvia Gonzalez	\$39	60/40
• How to Manage Diversity	Silvia Gonzalez	\$39	60/40
• Avoid Employment Litigation	Silvia Gonzalez	\$39	60/40
Water Certification Continuing Ed Units	Stephen McLean	\$2,400	\$55/hour
Alcohol Server Certification	TBD	\$150	\$35/hour
Introduction to Voiceovers	Voices for All	\$29	60/40
College For Kids			
Yoga for Kids	Alexandra Boggio	\$89	60/40
Algebra (Grades 7-10)	Alpine Tutoring	\$85/\$99	\$38/hour
Algebra I (Grades 8-10)	Alpine Tutoring	\$85/\$99	\$38/hour
Geometry (Grades 9-11)	Alpine Tutoring	\$85/\$99	\$38/hour
NEW SAT Preparation	Alpine Tutoring	\$125	\$38/Hour
Pre-Algebra (Entering Grades 7-8)	Alpine Tutoring	\$85/\$99	\$38/hour
Stellar College Application Essay	Alpine Tutoring	\$85/\$99	\$38/hour
Study Skills for Struggling Students	Alpine Tutoring	\$49	\$38/hour
Code Academy: Advanced Apps w/Android (4-6)	Brainstorm	\$220	30/70
Code Academy: Android Studio (Grades 7-12)	Brainstorm	\$220	30/70

SANTIAGO CANYON COLLEGE
Community Services Program – Fall 2019

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u> <u>SCC/Presenter</u>
College For Kids Continued			
Code Academy: Python	Brainstorm	\$220	30/70
Code Academy: Web Development (G 4-6)	Brainstorm	\$220	30/70
Lego Robotics BattleBots	Brainstorm	\$220	30/70
S.T.E.A.M Studio: CodeFlyers Drone Dev.	Brainstorm	\$220	30/70
S.T.E.A.M Studio: 3D Printing	Brainstorm	\$220	30/70
Young Einstein (Grade K)	Brainstorm	\$220	30/70
Mining & Crafting with Lego (Ages 6-12)	Bricks 4 Kidz	\$140	\$94/Person
Remote Control Mania (Ages 6-12)	Bricks 4 Kidz	\$140	\$94/Person
Natural A's (Ages 10-17)	Curtis Adney	\$49	60/40
Basic Math Review	Danielle Deguzman	\$85/\$99	\$30/hour
Creative Writing	Danielle Deguzman	\$89	\$35/hour
First Grade Prep	Danielle Deguzman	\$89	\$35/hour
Language Arts Development	Danielle Deguzman	\$89	\$35/hour
Reading Development & Com.	Danielle Deguzman	\$85/\$99	\$30/hour
Writing Academy	Danielle Deguzman	\$85/\$99	\$30/hour
Young Writers	Danielle Deguzman	\$85/\$99	\$30/hour
Printmaking for Fun	Deborah Goldman	\$120	60/40
Chinese –Mandarin (Ages 8-12)	Grace Chou	\$99	\$30/hour
Chinese –Mandarin for Teens	Grace Chou	\$99	\$30/hour
Animation – Learning to Draw	Jennifer Lee	TBD	60/40
Kids Mixed Media Studio (Ages 7-12)	Jennifer Lee	\$120	60/40
Teen Mixed Media Studio (Ages 13-16)	Jennifer Lee	\$120	60/40
Stunt Double Training	Justin Chavers	\$120	\$30/hour
Crafts for Kids (Ages 4-5)	Jordyn Parent	\$89	\$30/hour
Ballet Stretching & Strengthening	Jordyn Parent	\$120	\$30/hour
Songwriting for Kids	Julie Young	\$59/\$120	\$30/hour
Balloon Twisting for Kids	Kim-Yen Gil	\$120	60/40
3D Animation for Teens	Leonardo Kiyabu	\$120	\$30/hour
What do I want to do When I Grow Up	Linda Neumann Perez	\$59/\$120	\$30/hour
Early Reader (Ages 6-7)	Luz Contreras	\$85/\$99	\$30/hour
Common Core Math (Ages 8-10)	Luz Contreras	\$85/\$99	\$30/hour
Chemical Detectives (Ages 5-12)	Mad Science	\$150	\$89/Person
Yoga Dance for Students w/Disabilities	Natalie Glassford	TBD	\$30/hour
Private Swim Lessons	N. Irvine Water Polo Club	\$30	75/25
Recreational Swimming (Ages 13+)	N. Irvine Water Polo Club	\$60	25/75
Swim Lessons	N. Irvine Water Polo Club	\$60	25/75
Swim Camp (Ages 5-13)	N. Irvine Water Polo Club	\$125	25/75
Water Polo Camp (Ages 7-14)	N. Irvine Water Polo Club	\$125	25/75
ESL – Learning the Basics	Nayrouz Raslan	\$85/\$120	\$30/hour
SCC Pathways Camps	Pathways	\$59/\$99	\$20/hour
Composition & Writing Skills (Grades 4-6)	Phyllis Neal	\$59	\$35/hour
Research & Writing Skills (Grades 4-6)	Phyllis Neal	\$59	\$35/hour
Spelling Bee Time (Grades 4-6)	Phyllis Neal	\$59	\$35/hour
Children's Theatre	Roberta Kay Smith	\$130	\$45/hour
Seriously Awesome Sitters	Sabrina Bradley	\$39	60/40

SANTIAGO CANYON COLLEGE
Community Services Program – Fall 2019

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate SCC/Presenter</u>
Computers & Technology			
Online Courses	Education To Go	Varied	Varied
Computer Basics	Glenn Villanea	\$45	\$30/hour
Computer Proficiency Combo Class	Glenn Villanea	\$45	\$30/hour
Conquering Cyber Security Insecurities	Glenn Villanea	\$45	\$30/hour
How to Use Your Smart Phone!	Glenn Villanea	\$45	\$30/hour
Introduction to Microsoft Windows	Glenn Villanea	\$45	\$30/hour
Managing Computer Files, E-Mail, Calendar	Glenn Villanea	\$45	\$30/hour
Microsoft Word - Part I/ Pat II	Glenn Villanea	\$45	\$30/hour
Perfecting Power Point Proficiency	Glenn Villanea	\$45	\$30/hour
MS Excel – Part I/ Part II	Glenn Villanea	\$89	\$30/hour
3D Animation for Beginners	Leonardo Kiyabu	TBD	\$30/hour
iPhones iPads and I'm Lost	Robert Cohen	\$39	50/50
Marketing with Facebook & Social Media	Robert Cohen	\$39	50/50
Edit PDF Files with Adobe Acrobat Pro DC	TBD	\$89	\$30/hour
Intro and Intermediate Publisher	TBD	\$89	\$30/hour
Introduction to Lightroom/Photoshop	TBD	\$99	\$30/hour
Music Production for DJ's	TBD	\$120	\$30/hour
YouTube/ Video Editing Channel	TBD	\$120	\$30/hour
Dance			
Ballroom/Social Dance	Diana Krivosheya	\$69	60/40
Ballet Strengthening	Jordyn Parent	\$120	\$30/hour
Dance Through the 7 Chakras	Natalie Glassford	TBD	\$30/hour
Yoga Dance for Students w/Disabilities	Natalie Glassford	TBD	\$30/hour
Latin Dance Bootcamp	Salomon Rivera	\$59	60/40
Sizzling Salsa Level I & II	Salomon Rivera	\$59	60/40
Zumba	Salomon Rivera	\$59	60/40
Beginning Adult Tap	The Dance Centre	\$69	50/50
Beginner Line Dance	The Dance Center	\$50	50/50
Intermediate Line Dance	The Dance Center	\$60	50/50
Swing Dance	The Dance Center	\$72	50/50
Health, Beauty & Fitness			
Restorative	Alexandra Boggio	\$89	60/40
Yoga for Relaxation/Renewal	Alexandra Boggio	\$89	60/40
Online Courses	Education To Go	Varied	Varied
Healing the Body with Food	Jennifer Zaft	\$59/\$99	\$30/hour
Barre Class	Jordyn Parent	\$99	\$30/hour
Nutrition Basics	Lori Eber	\$59/\$99	\$30/hour
Back to Basics Make-up and Skin Care	Michelle Jackson	\$59	60/40
Beauty Trends: Make-up Workshop	Michelle Jackson	\$65	60/40
Private Swim Lessons	N. Irvine Water Polo Club	\$60	75/25

SANTIAGO CANYON COLLEGE
Community Services Program – Fall 2019

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate SCC/Presenter</u>
<i>Health, Beauty & Fitness Continued</i>			
Adult Swim Lap	N. Irvine Water Polo Club	\$99	60/40
Adult Water Aerobics	N. Irvine Water Polo Club	\$99	60/40
Family Yoga	TBD	\$89	\$30/hour
Fit Body Bootcamp	TBD	\$65	\$30/hour
Pilates	TBD	\$89	\$30/hour
Women's Self Defense	TBD	\$99	\$30/hour
Become A Certified Personal Trainer	W.I.T.S	\$650	\$499/ Participant
<i>Language</i>			
Italian for Travelers Part I & Part II	Alpine Tutoring	\$69	\$38/hour
Online Courses	Education To Go	Varied	Varied
Chinese –Mandarin for Families	Grace Chou	\$99	\$30/hour
Fast Fun French	Katherine Watson	\$59	60/40
English Language Program (ELP)	Nayrouz Raslan	\$862-\$3,450	\$39/hour
Español Uno/ Dos	Rigoberto Barreto	\$99	\$30/hour
Spanish At Home	Rigoberto Barreto	\$99	\$30/hour
Spanish At Work	Rigoberto Barreto	\$99	\$30/hour
<i>Medical Billing</i>			
Medical Front Office Certificate Program	Kris G. Patterson	\$25	60/40
Medical Insurance Billing Certificate Program	Kris G. Patterson	\$150	60/40
Start Your Own Billing Service	Kris G. Patterson	\$25	60/40
<i>Money Matters</i>			
Online Courses	Education To Go	Varied	Varied
DIY Stock Picking	Chase Metcalf	\$59/\$120	\$30/hour
Online Courses	Education To Go	Varied	Varied
Estate Planning for Everyone	Jalon O'Connell	\$45	No Charge
Investment Bootcamp	Jalon O'Connell	\$45	No Charge
Master Your Investments	Jalon O'Connell	\$49	No Charge
Mutual Funds and Annuities Explained	Jalon O'Connell	\$45	No Charge
Stocks, Bonds and Mutual Bonds	Jalon O'Connell	\$49	No Charge
Global Finance	Kevin Rice	TBD	\$35/hour
International Business	Kevin Rice	TBD	\$35/hour
Managerial Finance	Kevin Rice	TBD	\$35/hour
Project Management	Kevin Rice	TBD	\$35/hour
College Funding & Planning A-Z	Michael Alimo	\$10	No Charge
Financial Empowerment for Widows/Divorcees	Michelle Hensley	\$30/\$59	\$30/hour
Modern Retirement	Pinnacle Financial	\$29/\$59	60/40
Savvy Social Security Planning	Pinnacle Financial	\$29	60/40
Retirement Course	Pure Financial Advisors	\$49	No Charge
<i>Music</i>			
Online Courses	Education To Go	Varied	Varied

SANTIAGO CANYON COLLEGE
Community Services Program – Fall 2019

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate SCC/Presenter</u>
<i>Music Continued</i>			
Vocal Coaching/Voice Lessons	Hea Suk Park	\$59/\$120	\$30/hour
Beginning & Intermediate Guitar	Ron Gorman	\$99	50/50
Beginning Ukulele	Ron Gorman	\$99	50/50
Beyond Beginning Ukulele	Ron Gorman	\$99	50/50
SCC Community Chorale	Lee Lee Truong-Sawicki	\$60	\$25/hour
SCC Community Orchestra	Zun-Hin Woo	\$300	\$45/hour
General Instrumental Musicianship	Zun-Hin Woo	\$300	\$45/hour
<i>Personal Enrichment</i>			
What Were You Born To Do?	Curtis Adney	\$49	60/40
Online Courses	Education To Go	Varied	Varied
Feng Shui & Chinese Astrology	Kim-Yen Gil	\$59	60/40
Overcome Anxiety & Panic Forever	Nick Lazaris	\$29	50/50
Assertiveness Skills for Toxic Relationship	Nick Lazaris	\$29	50/50
Overcome Your Fear of Public Speaking	Nick Lazaris	\$29	50/50
Overcome Your Fear of Public Speaking	Nick Lazaris	\$29	50/50
<i>Real Estate</i>			
Online Courses	Education To Go	Varied	Varied
Real Estate Investments	Gustavo A. Duran	\$89	\$30/hour
Real Estate License Prep	TBD	\$25	60/40
<i>Special Interest</i>			
Online Courses	Education To Go	Varied	Varied
Basic Digital Cameras	Julie Diebolt Price	\$69	50/50
How to Start a Business	Julie Diebolt Price	\$89	50/50
Introduction to Digital Photography	Julie Diebolt Price	\$149	50/50
Intermediate/Advanced Digital Photography	Julie Diebolt Price	\$99	50/50
iPhone Photography	Julie Diebolt Price	\$89	50/50
Night Photography Series	Julie Diebolt Price	\$69	50/50
Outdoor Photography at Tucker Wildlife	Julie Diebolt Price	\$49	50/50
Personal Projects in Photography	Julie Diebolt Price	\$129	50/50
Photography Study Hall	Julie Diebolt Price	\$39	50/50
Stock Photography Basics	Julie Diebolt Price	\$29	50/50
Student Review	Julie Diebolt Price	\$19	50/50
The Novice Photographer	Julie Diebolt Price	\$35	50/50
The Photography Garage	Julie Diebolt Price	\$99	50/50
Balloon Twisting	Kim-Yen Gil	\$49	60/40
Journey Into Your Inner Wisdom	Kim-Yen Gil	\$39	60/40
Your Personal Destiny Revealed	Kim-Yen Gil	\$59	60/40
Basic First Aid	Sabrina Bradley	\$29	60/40
CPR	Sabrina Bradley	\$29	60/40
Songwriting	TBD	\$69	\$30/hour

SANTIAGO CANYON COLLEGE
Community Services Program – Fall 2019

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate SCC/Presenter</u>
Test Preparation			
NEW SAT Preparation	Alpine Tutoring	\$125/\$99	\$40/Hour
ACT Prep Course	Bright Brain Learning	\$269/\$79	TBD
Online Courses	Education To Go	Varied	Varied
Online Driver's Education	Safety Drivers Ed	\$45	50/50
CBEST Test Prep Course	TBD	TBD	TBD
Travel			
How to Become a Travel Agent	Dahlia Quinonez	\$120/\$59	\$30/hour
Travel Do's and Don'ts	Dahlia Quinonez	\$99/\$59	\$30/hour
Temple & Teppan	Good Times Travel	\$129/\$59	\$71-\$47/pp
The Colorful Songs Revue –Luck O' the Irish	Good Times Travel	\$129/\$59	\$71-\$47/pp
Glendale Center Theatre	Good Times Travel	\$129/\$59	\$71-\$47/pp
LA's Hidden Gardens	Good Times Travel	\$129/\$59	\$71-\$47/pp
Sunday by the Seaside	Good Times Travel	\$129/\$59	\$71-\$47/pp
Lavender & Lincoln	Good Times Travel	\$129/\$59	\$71-\$47/pp
Santa Barbara French Festival	Good Times Travel	\$129/\$59	\$71-\$47/pp
Tehachapi Train Loop & Alpaca Ranch	Good Times Travel	\$129/\$59	\$71-\$47/pp
LA's Great Observatories	Good Times Travel	\$129/\$59	\$71-\$47/pp
Get Your Kicks...On Route 66!	Good Times Travel	\$129/\$59	\$71-\$47/pp
Witaria Vine Festival	Good Times Travel	\$129/\$59	\$71-\$47/pp
The Huntington Library & Gardens	Good Times Travel	\$129/\$59	\$71-\$47/pp
A Ride Down Memory Lane	Good Times Travel	\$129/\$59	\$71-\$47/pp
Beverly Hills-Greystone Mansion	Good Times Travel	\$129/\$59	\$71-\$47/pp
Santa Barbara Fiesta!	Good Times Travel	\$129/\$59	\$71-\$47/pp
Million Dollar Views	Good Times Travel	\$129/\$59	\$71-\$47/pp
Riviera & Reagan by Rail	Good Times Travel	\$129/\$59	\$71-\$47/pp
LA's Artistic Side w/Step-On Guided Tour	Good Times Travel	\$129/\$59	\$71-\$47/pp
Doheny & The Bounty	Good Times Travel	\$129/\$59	\$71-\$47/pp
Route 66...The Mother Road	Good Times Travel	\$129/\$59	\$71-\$47/pp
Coastal Missions by Rail	Good Times Travel	\$129/\$59	\$71-\$47/pp
Much Ado About Pasadena	Good Times Travel	\$129/\$59	\$71-\$47/pp
Holiday Express & The Hacienda	Good Times Travel	\$129/\$59	\$71-\$47/pp
Multi Day Tours	Good Times Travel	TBA	65/35
Pageant of the Masters	Santa Ana Staff	\$79	TBD

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College
Academic Affairs - Mathematics & Sciences

To:	Board of Trustees	Date: July 15, 2019
Re:	Approval of Amendment to Clinical Affiliation Agreement for Athletic Training with California State University Fullerton	
Action:	Request for Approval of Amendment to Agreement	

BACKGROUND

Students in Athletic Training Programs are required to gain practical field experience and to apply the knowledge and skills learned in college classes. This experience is gained working in Athletic Training Facilities as well as attending athletic practices and events. The proposed amendment to the clinical affiliation agreement with CSUF will yield appropriate clinical rotation activities for the program.

ANALYSIS

The clinical affiliation agreement and amendment covers the scope of program operations of the facility, as well as insurance and other issues relating to liability for both parties. The agreement carries no costs or other financial arrangements and is in effect for five (5) years unless otherwise terminated by either party. The original contract was in effect as of September 13, 2016. The amendment adds students at the master level utilizing Santiago Canyon College as a clinical site. ([Click here to access the original agreement.](#))

RECOMMENDATION

It is recommended that the RSCCD Board of Trustees approve the amendment to clinical affiliation agreement for athletic training with California State University Fullerton.

Fiscal Impact:	None	Board Date: July 15, 2019
Prepared by:	Marilyn Flores, Ph.D. Vice President of Academic Affairs Martin Stringer, Dean of Math and Sciences	
Submitted by:	John C. Hernandez, Ph.D. President, Santiago Canyon College	
Recommended by:	Marvin Martinez, Chancellor	

Amendment to Clinical Affiliation Agreement

This Amendment to Agreement No. CL16057 and dated September 13, 2016 is made and entered into as of the execution of the Amendment by both parties by and between California State University, Fullerton and Rancho Santiago Community College District.

The Original Agreement is hereby amended as follows:

- The following courses will be added, KNES: 585, 587, 589, 566, 591, 593
- Agreement shall now be identified as Agreement No. C18-0584

ALL OTHER PROVISIONS of the Original Agreement not otherwise affected or changed by reason of the foregoing shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this Amendment and warrant that they are officially authorized to so execute for their respective parties.

CALIFORNIA STATE UNIVERSITY, FULLERTON

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

By: _____

By: _____

Name: Yvette Shenefield

Name: Peter J. Hardash

Title: Buyer I

Vice Chancellor, Business
Title: Operations/Fiscal Services

Date: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College
Academic Affairs - Business & Career Education

To: Board of Trustees	Date: July 15, 2019
Re: Approval of Amendment to Interact Communications, Inc. Career Education Website Agreement	
Action: Request for Approval	

BACKGROUND

Santiago Canyon College Business and Career Education (BCE) entered into an agreement with Interact Communications, Inc. to revamp the BCE website to elevate its online presence by including information students require prior to applying as an SCC student on the Career Education website.

ANALYSIS

Phase 1 was completed on schedule. This amendment will therefore serve as an extension of the deadline of Phase 2 to December 31, 2019. All other terms and conditions of the original agreement will remain in full force and effect ([click here to see original agreement](#)). This agreement will be funded through categorical funds.

RECOMMENDATION

It is recommended that the RSCCD Board of Trustees approve the Amendment to Interact Communications, Inc. Career Education Website Agreement.

Fiscal Impact: \$50,000 (SWP Funding)	Board Date: July 15, 2019
Prepared by: Marilyn Flores, Ph.D., Vice President, Academic Affairs Elizabeth Arteaga, Interim Dean, Business & Career Education	
Submitted by: John Hernandez, Ph.D., President	
Recommended by: Marvin Martinez, Chancellor	

Amendment to Agreement

This Amendment to Agreement dated November 26, 2016 between INTERACT COMMUNICATIONS, INC. and the Rancho Santiago Community College District on behalf of SANTIAGO CANYON COLLEGE will serve as an extension of the deadline of Phase 2 to December 31, 2019.

ALL OTHER PROVISIONS of the Original Agreement not otherwise affected or changed by reason of the foregoing shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this Amendment and warrant that they are officially authorized to so execute for their respective parties.

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

Name of Organization: **Rancho Santiago Community College District
on behalf of Santiago Canyon College**

Address: 8045 East Chapman Avenue
Orange, CA 92869

Signature: _____ Date: _____
Anthony Jones
Vice President
Operations and Technology

Name of Organization: **Interact Communications, Inc.**

Address: PO Box 2047
La Crosse, WI 54602

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santiago Canyon College -Community Services Program**

To:	Board of Trustees	Date: July 15, 2019
Re:	Approval of Professional Services Agreement between N. Irvine Water Polo Club and RSCCD on behalf of Santiago Canyon College & Santa Ana College Community Services Programs	
Action:	Request for Approval	

BACKGROUND

Santiago Canyon College (SCC) and Santa Ana College (SAC) maintain a comprehensive educational Community Services Program that supports RSCCD's vision of "providing comprehensive educational opportunities" and responds to the diverse needs of the community. As such, Community Services Programs at both campuses offer various educational and personal growth opportunities to the community through various courses and travel tours. The programs and courses offered are fee-based, non-apportionment, and provide another option for lifelong learning to community members.

ANALYSIS

The Santiago Canyon College & Santa Ana College Community Services Programs will partner with N. Irvine Water Polo Club to offer classes to both children and adults. The term of this agreement will be effective from the day of execution through June 30, 2024.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Professional Service Agreement between N. Irvine Water Polo Club and RSCCD on behalf of Santiago Canyon College & Santa Ana College –Community Services Programs.

Fiscal Impact: \$4,000 - \$5,000 of revenue per fiscal year	Board Date: July 15, 2019
Prepared by: Jose Vargas, Vice President, SCC Continuing Education and James Kennedy, Ed.D, Vice President, SAC Continuing Education	
Submitted by: John C. Hernandez, Ph.D., President, Santiago Canyon College Linda D. Rose, Ed.D, President, Santa Ana College	
Recommended by: Marvin Martinez, Chancellor	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706 and, N. Irvine Water Polo Club, having its principal business address located at 14162 Moore Ct., Irvine, CA 92606 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

District and Contractor are also referred to collectively as the “Parties” and individually as “Party.”

WHEREAS, District is authorized to contract with persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, administrative, or other related matters; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor represents that it is specially trained, experienced, properly certified/licensed and competent to perform the services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of the Recitals and mutual covenants provided in this Contract, District and Contractor agree as follows:

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.

2. Term. This Agreement shall commence once fully executed by both parties and shall continue in full force and effect thereafter until and including June 30, 2024, unless this Agreement is terminated during the Term pursuant to this Agreement.

3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
- A. Mutual: District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - B. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date.
 - C. Breach: Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
 - D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for bankruptcyTermination.
 - E. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages
 - F. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
 - G. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor’s noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.
4. Payment.
- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor’s performance of the Work under this Agreement, a total amount not to exceed \$15,000 Dollars) (“Contract Amount”). Additional details are specified in **Exhibit A**.
 - B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District’s obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
 - C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District’s Purchase Order number, and Contractor’s Taxpayer Identification Number. Invoices shall be paid on a “net 30-day basis” for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.

- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

5. Independent Contractor. By its signature on this Contract, Contractor acknowledges and agrees that the Services to be performed under this Contract are those of an independent contractor, and that Contractor is solely responsible for the Services and any other work performed as a result of this Contract. Contractor represents and warrants that Contractor, its subcontractors, and their employees, and agents are not officers, agents, or employees of District. Contractor acknowledges and agrees any personnel performing the Services under this Contract shall at all times be under Contractor's exclusive direction and control, and that Contractor is solely responsible for payment of all compensation, wages, salaries, benefits, and other amounts due to such personnel. Contractor further acknowledges and agrees that Contractor shall be solely responsible for all federal, state, and local taxes and any and all fees applicable to any Services performed under this Contract, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

6. Use of Subcontractors. Contractor shall not delegate, by contract, agreement or otherwise, any services or tasks required under this Contract to any other person or entity without the express written permission of District by executed addendum. Consent to any subcontract may be withheld by District at its sole and unrestricted discretion. District shall not be obligated to pay for any services or work performed by an unauthorized person or entity. Contractor shall at all times during the term of this agreement remain fully and independently responsible and liable to District for the full and complete performance of the terms and conditions of this Contract. Contractor shall be responsible for ensuring that all subcontractors independently satisfy all of the requirements of Contractor under this Contract, including but not limited to the insurance and indemnification provisions of this Contract, unless otherwise agreed in writing by the District. Prior to performance of Services by any subcontractor, the subcontractor shall provide District with evidence of all insurance, certificates, forms, and licenses required by this Contract.

7. Trademark/Logo Use. Contractor must obtain written approval from the District to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, the

District will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

- a. To the fullest extent allowed by law, Contractor shall defend, indemnify and hold District, its officials, trustees, officers, agents, employees, volunteers, and representatives ("Indemnitees") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) Contractor or any subcontractor's failure to fully comply with or breach of any of the terms and conditions of this Contract, or 2) any acts, omissions, negligence or willful misconduct of Contractor, any subcontractor, and their officials, officers, employees, and agents arising out of or in connection with the performance of Services or otherwise arising from this Contract ("Indemnification").
- b. Contractor's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses. The only limitations on this provision shall be those imposed by Civil Code § 2782, as may be applicable, or other applicable provisions of law.
- c. Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnitees, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnitees, notwithstanding whether liability is, can be or has yet been established.

10. Insurance Requirements. Contractor (and all subcontractors) agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverage from an admitted carrier in the State of California with an AM Best Rating of A-VII or higher:

- a. Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) aggregate and must include coverage for property damage,

bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent contractor's liability, written on an "occurrence" form;

- b. Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000).
- c. Workers' Compensation insurance. This coverage is required unless Contractor provides written verification it has no employees. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Contractor must also maintain Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. as required by statutory insurance requirement of the State of California;

Other Insurance Requirements

- Contractor agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.
- Contractor's Insurance to be Primary. Any insurance or self-insurance maintained by the District, its board of trustees, officials, employees, volunteers, and agents shall be excess of the Contractor's insurance and shall not contribute with it.
- Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. All certificates must be delivered before Work is to commence. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.
- Waiver of Subrogation. Contractor hereby grants to District, its board of trustees, employees, volunteers, and agents a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.
- An Umbrella Liability policy (or Excess Liability) may be used to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits to meet District's minimum coverage requirements provided all requirements set forth herein are fully satisfied with respect to such policy.
- If Contractor maintains broader coverage and/or higher limits than the minimums required herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

11. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

12. Compliance with Applicable Laws. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

13. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Work pursuant to this Agreement.

14. Professional Practices. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

16. Entire Agreement/Amendment. When signed by both Parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the Parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

17. Non-Discrimination. Contractor represents that it is an equal opportunity employer and acknowledges that it shall not subject any person to unlawful discrimination based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, or political affiliation in programs, activities, services, benefits, or employment in connection with this Contract. Contractor agrees not to discriminate on any of these bases in its employment or personnel policies, including but not limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

18. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

District: Rancho Santiago Community College District
Attn: Peter J. Hardash, VC of Business/Fiscal Operations
2323 N. Broadway, Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)
Rancho Santiago Community College District

Santa Ana College Community Services Program
1530 W 17th St. S203, Santa Ana, CA 92706-3398

Santiago Canyon College Community Services Program
8045 East Chapman Ave., U-83, Orange, CA 92869

Contractor N. Irvine Water Polo Club/Steve Carrera
14162 Moore Ct., Irvine, CA 92606

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Exhibits. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.

22. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no

way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

23. Conflict of Interest. Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.

24. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.

25. Time is of the Essence. Time is of the essence and Contractor shall perform the services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.

26. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless District from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

27. Force Majuere. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.

28. Failure to Perform. As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both Parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.

29. Dispute Resolution.

Negotiation. Any dispute that Contractor may have regarding the performance of this Contract, including, but not limited to, claims for additional compensation, shall be submitted to District within 30 days of its occurrence. District and Contractor shall attempt to negotiate a resolution of such dispute and process an amendment to this Contract to implement the terms of such resolution.

Mediation. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be resolved through direct discussions, the Parties agree to first endeavor to resolve the dispute in an amicable manner by non-binding mediation under the applicable rules of the Judicial Arbitration and Mediation Service (JAMS), or other similar organization mutually selected by the Parties. If any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, remains after mediation, the matter shall be determined in a court of law of proper jurisdiction in the District's place of venue.

If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal quota of the expenses of the mediator.

A party that refuses to participate in mediation or refuses to participate in the selection of a mediator cannot file a legal action. The non-refusing party shall be permitted to file a legal action immediately upon the other party's refusal to participate in mediation or the selection of a mediator.

30. Amendments. This Agreement may be amended only by written instrument signed by both District and Contractor which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.
31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
32. Certification Regarding Debarment, Suspension or Other Ineligibility. (Applicable to all agreements funded in part or whole with federal funds).
1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility;
34. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).
35. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____

Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor for Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY:

Signature of Authorized Person

Print Name: Steve Carrera

Print Title: Owner

Date: 7/1/2019

Exhibit A

Scope of Work and Detailed Schedule of Payment.

The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof.

DESCRIPTION:

Steve Carrera of N. Irvine Water Polo Club will provide services or activities as described, outlined, and at the times, dates and locations specified in the approved course proposals. The contractor agrees to provide experienced instructors, experts in their field, to teach courses and seminars. Topics covered: Adult Lap Swim, Adult Water Aerobics, Group Swim Lessons, Private Swim Lessons, Recreational Swimming, Swim Camp and Water Polo Camp. The contractor can submit proposals for new courses and seminars at any time. New proposals will be subject to review and board approval. All new courses must be board approved prior to scheduling and advertising.

PAY RATE FOR SWIM LESSONS AND COLLEGE FOR KIDS:

A 6% administrative fee will be deducted from the gross income prior to the standard split of 25/75, with 75% of the net income payable to the contractor, upon completion of instruction for which this Agreement is executed. (Note: Additional services that are subject to fees, i.e. special flyers, direct mailing, postage, administering of tests, etc., may be deducted when appropriate.) The District will issue the Contractor an Internal Revenue Service Form 1099 for all monies paid over \$600 to them from the District. The Contractor is responsible for their own taxes.

PAY RATE FOR ALL OTHER COURSES:

A 6% administrative fee will be deducted from the gross income prior to the standard split of 50/50, with 50% of the net income payable to the contractor, upon completion of instruction for which this Agreement is executed. (Note: Additional services that are subject to fees, i.e. special flyers, direct mailing, postage, administering of tests, etc., may be deducted when appropriate.) The District will issue the Contractor an Internal Revenue Service Form 1099 for all monies paid over \$600 to them from the District. The Contractor is responsible for their own taxes.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santiago Canyon College -Community Services Program**

To:	Board of Trustees	Date: July 15, 2019
Re:	Approval of Professional Services Agreement between Mina Wholesale Flowers and RSCCD on behalf of Santiago Canyon College & Santa Ana College Community Services Programs	
Action:	Request for Approval	

BACKGROUND

Santiago Canyon College (SCC) and Santa Ana College (SAC) maintain a comprehensive educational Community Services Program that supports RSCCD's vision of "providing comprehensive educational opportunities" and responds to the diverse needs of the community. As such, Community Services Programs at both campuses offer various educational and personal growth opportunities to the community through various courses and travel tours. The programs and courses offered are fee-based, non-apportionment, and provide another option for lifelong learning to community members.

ANALYSIS

The Santiago Canyon College & Santa Ana College Community Services Programs will partner with Mina Wholesale Flowers to offer classes to both children and adults. The term of this agreement will be effective from the day of execution through June 30, 2024.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Professional Service Agreement between Mina Wholesale Flowers and RSCCD on behalf of Santiago Canyon College & Santa Ana College –Community Services Programs.

Fiscal Impact: \$4,000 - \$5,000 of revenue per fiscal year	Board Date: July 15, 2019
Prepared by: Jose Vargas, Vice President, SCC Continuing Education and James Kennedy, Ed.D, Vice President, SAC Continuing Education	
Submitted by: John C. Hernandez, Ph.D., President, Santiago Canyon College Linda D. Rose, Ed.D, President, Santa Ana College	
Recommended by: Marvin Martinez, Chancellor	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706 and, Mina Wholesale Flowers, having its principal business address located at 12120 Herbert St, Los Angeles, CA 90066 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

District and Contractor are also referred to collectively as the “Parties” and individually as “Party.”

WHEREAS, District is authorized to contract with persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, administrative, or other related matters; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor represents that it is specially trained, experienced, properly certified/licensed and competent to perform the services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of the Recitals and mutual covenants provided in this Contract, District and Contractor agree as follows:

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.

2. Term. This Agreement shall commence once fully executed by both parties and shall continue in full force and effect thereafter until and including June 30, 2024, unless this Agreement is terminated during the Term pursuant to this Agreement.

3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
- A. Mutual: District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - B. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date.
 - C. Breach: Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
 - D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for bankruptcyTermination.
 - E. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages
 - F. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
 - G. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor’s noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.
4. Payment.
- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor’s performance of the Work under this Agreement, a total amount not to exceed \$15,000 Dollars) (“Contract Amount”). Additional details are specified in **Exhibit A**.
 - B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District’s obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
 - C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District’s Purchase Order number, and Contractor’s Taxpayer Identification Number. Invoices shall be paid on a “net 30-day basis” for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.

- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

5. Independent Contractor. By its signature on this Contract, Contractor acknowledges and agrees that the Services to be performed under this Contract are those of an independent contractor, and that Contractor is solely responsible for the Services and any other work performed as a result of this Contract. Contractor represents and warrants that Contractor, its subcontractors, and their employees, and agents are not officers, agents, or employees of District. Contractor acknowledges and agrees any personnel performing the Services under this Contract shall at all times be under Contractor's exclusive direction and control, and that Contractor is solely responsible for payment of all compensation, wages, salaries, benefits, and other amounts due to such personnel. Contractor further acknowledges and agrees that Contractor shall be solely responsible for all federal, state, and local taxes and any and all fees applicable to any Services performed under this Contract, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

6. Use of Subcontractors. Contractor shall not delegate, by contract, agreement or otherwise, any services or tasks required under this Contract to any other person or entity without the express written permission of District by executed addendum. Consent to any subcontract may be withheld by District at its sole and unrestricted discretion. District shall not be obligated to pay for any services or work performed by an unauthorized person or entity. Contractor shall at all times during the term of this agreement remain fully and independently responsible and liable to District for the full and complete performance of the terms and conditions of this Contract. Contractor shall be responsible for ensuring that all subcontractors independently satisfy all of the requirements of Contractor under this Contract, including but not limited to the insurance and indemnification provisions of this Contract, unless otherwise agreed in writing by the District. Prior to performance of Services by any subcontractor, the subcontractor shall provide District with evidence of all insurance, certificates, forms, and licenses required by this Contract.

7. Trademark/Logo Use. Contractor must obtain written approval from the District to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, the

District will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

- a. To the fullest extent allowed by law, Contractor shall defend, indemnify and hold District, its officials, trustees, officers, agents, employees, volunteers, and representatives ("Indemnitees") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) Contractor or any subcontractor's failure to fully comply with or breach of any of the terms and conditions of this Contract, or 2) any acts, omissions, negligence or willful misconduct of Contractor, any subcontractor, and their officials, officers, employees, and agents arising out of or in connection with the performance of Services or otherwise arising from this Contract ("Indemnification").
- b. Contractor's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses. The only limitations on this provision shall be those imposed by Civil Code § 2782, as may be applicable, or other applicable provisions of law.
- c. Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnitees, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnitees, notwithstanding whether liability is, can be or has yet been established.

10. Insurance Requirements. Contractor (and all subcontractors) agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverage from an admitted carrier in the State of California with an AM Best Rating of A-VII or higher:

- a. Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) aggregate and must include coverage for property damage,

bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent contractor's liability, written on an "occurrence" form;

- b. Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000).
- c. Workers' Compensation insurance. This coverage is required unless Contractor provides written verification it has no employees. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Contractor must also maintain Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. as required by statutory insurance requirement of the State of California;

Other Insurance Requirements

- Contractor agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.
- Contractor's Insurance to be Primary. Any insurance or self-insurance maintained by the District, its board of trustees, officials, employees, volunteers, and agents shall be excess of the Contractor's insurance and shall not contribute with it.
- Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. All certificates must be delivered before Work is to commence. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.
- Waiver of Subrogation. Contractor hereby grants to District, its board of trustees, employees, volunteers, and agents a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.
- An Umbrella Liability policy (or Excess Liability) may be used to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits to meet District's minimum coverage requirements provided all requirements set forth herein are fully satisfied with respect to such policy.
- If Contractor maintains broader coverage and/or higher limits than the minimums required herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

11. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

12. Compliance with Applicable Laws. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

13. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Work pursuant to this Agreement.

14. Professional Practices. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

16. Entire Agreement/Amendment. When signed by both Parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the Parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

17. Non-Discrimination. Contractor represents that it is an equal opportunity employer and acknowledges that it shall not subject any person to unlawful discrimination based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, or political affiliation in programs, activities, services, benefits, or employment in connection with this Contract. Contractor agrees not to discriminate on any of these bases in its employment or personnel policies, including but not limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

18. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

District: Rancho Santiago Community College District
Attn: Peter J. Hardash, VC of Business/Fiscal Operations
2323 N. Broadway, Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)
Rancho Santiago Community College District

Santa Ana College Community Services Program
1530 W 17th St. S203, Santa Ana, CA 92706-3398

Santiago Canyon College Community Services Program
8045 East Chapman Ave., U-83, Orange, CA 92869

Contractor Mina Wholesale Flowers/Mina Asadirad
1918 E. Edinger Ave., Santa Ana, CA 92705

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Exhibits. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.

22. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no

way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

23. Conflict of Interest. Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.

24. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.

25. Time is of the Essence. Time is of the essence and Contractor shall perform the services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.

26. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless District from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

27. Force Majuere. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.

28. Failure to Perform. As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both Parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.

29. Dispute Resolution.

Negotiation. Any dispute that Contractor may have regarding the performance of this Contract, including, but not limited to, claims for additional compensation, shall be submitted to District within 30 days of its occurrence. District and Contractor shall attempt to negotiate a resolution of such dispute and process an amendment to this Contract to implement the terms of such resolution.

Mediation. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be resolved through direct discussions, the Parties agree to first endeavor to resolve the dispute in an amicable manner by non-binding mediation under the applicable rules of the Judicial Arbitration and Mediation Service (JAMS), or other similar organization mutually selected by the Parties. If any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, remains after mediation, the matter shall be determined in a court of law of proper jurisdiction in the District's place of venue.

If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal quota of the expenses of the mediator.

A party that refuses to participate in mediation or refuses to participate in the selection of a mediator cannot file a legal action. The non-refusing party shall be permitted to file a legal action immediately upon the other party's refusal to participate in mediation or the selection of a mediator.

30. Amendments. This Agreement may be amended only by written instrument signed by both District and Contractor which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.
31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
32. Certification Regarding Debarment, Suspension or Other Ineligibility. (Applicable to all agreements funded in part or whole with federal funds).
1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility;
34. Gift Ban Policy. The District has a Gift Ban Policy (BP 3821) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's website.
35. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____

Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor for Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY:

Signature of Authorized Person

Print Name: Mina Asadirad

Print Title: Owner

Date: 7/1/2019

Exhibit A

Scope of Work and Detailed Schedule of Payment.

The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof.

DESCRIPTION:

Mina Asadirad of Mina Wholesale Flowers will provide services or activities as described, outlined, and at the times, dates and locations specified in the approved course proposals. The contractor agrees to provide experienced instructors, experts in their field, to teach courses and seminars. Topics covered: Become a Floral Designer, Floral Holiday Design, Fresh Summer Floral Designs, Spring Floral Designs, Summer Delight Floral Design and Wedding Floral Designs. The contractor can submit proposals for new courses and seminars at any time. New proposals will be subject to review and board approval. All new courses must be board approved prior to scheduling and advertising.

PAY RATE:

A 6% administrative fee will be deducted from the gross income prior to the standard split of 50/50, with 50% of the net income payable to the contractor, upon completion of instruction for which this Agreement is executed. (Note: Additional services that are subject to fees, i.e. special flyers, direct mailing, postage, administering of tests, etc., may be deducted when appropriate.) The District will issue the Contractor an Internal Revenue Service Form 1099 for all monies paid over \$600 to them from the District. The Contractor is responsible for their own taxes.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santiago Canyon College -Community Services Program**

To:	Board of Trustees	Date: July 15, 2019
Re:	Approval of Professional Services Agreement between Notary Public Seminars, Inc. and RSCCD on behalf of Santiago Canyon College & Santa Ana College Community Services Programs	
Action:	Request for Approval	

BACKGROUND

Santiago Canyon College (SCC) and Santa Ana College (SAC) maintain a comprehensive educational Community Services Program that supports RSCCD's vision of "providing comprehensive educational opportunities" and responds to the diverse needs of the community. As such, Community Services Programs at both campuses offer various educational and personal growth opportunities to the community through various courses and travel tours. The programs and courses offered are fee-based, non-apportionment, and provide another option for lifelong learning to community members.

ANALYSIS

The Santiago Canyon College & Santa Ana College Community Services Programs will partner with Notary Public Seminars, Inc. to offer classes to both children and adults. The term of this agreement will be effective from the day of execution through June 30, 2024.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Professional Service Agreement between Notary Public Seminars, Inc. and RSCCD on behalf of Santiago Canyon College & Santa Ana College –Community Services Programs.

Fiscal Impact: \$4,000 - \$5,000 of revenue per fiscal year	Board Date: July 15, 2019
Prepared by: Jose Vargas, Vice President, SCC Continuing Education and James Kennedy, Ed.D, Vice President, SAC Continuing Education	
Submitted by: John C. Hernandez, Ph.D., President, Santiago Canyon College Linda D. Rose, Ed.D, President, Santa Ana College	
Recommended by: Marvin Martinez, Chancellor	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706 and, Notary Public Seminars, Inc. having its principal business address located at 12120 Herbert St, Los Angeles, CA 90066 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

District and Contractor are also referred to collectively as the “Parties” and individually as “Party.”

WHEREAS, District is authorized to contract with persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, administrative, or other related matters; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor represents that it is specially trained, experienced, properly certified/licensed and competent to perform the services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of the Recitals and mutual covenants provided in this Contract, District and Contractor agree as follows:

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.

2. Term. This Agreement shall commence once fully executed by both parties and shall continue in full force and effect thereafter until and including June 30, 2024, unless this Agreement is terminated during the Term pursuant to this Agreement.

3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
- A. Mutual: District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - B. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date.
 - C. Breach: Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
 - D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for bankruptcy Termination.
 - E. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages
 - F. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
 - G. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.
4. Payment.
- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed \$15,000 Dollars) ("Contract Amount"). Additional details are specified in **Exhibit A**.
 - B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
 - C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.

- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

5. Independent Contractor. By its signature on this Contract, Contractor acknowledges and agrees that the Services to be performed under this Contract are those of an independent contractor, and that Contractor is solely responsible for the Services and any other work performed as a result of this Contract. Contractor represents and warrants that Contractor, its subcontractors, and their employees, and agents are not officers, agents, or employees of District. Contractor acknowledges and agrees any personnel performing the Services under this Contract shall at all times be under Contractor's exclusive direction and control, and that Contractor is solely responsible for payment of all compensation, wages, salaries, benefits, and other amounts due to such personnel. Contractor further acknowledges and agrees that Contractor shall be solely responsible for all federal, state, and local taxes and any and all fees applicable to any Services performed under this Contract, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

6. Use of Subcontractors. Contractor shall not delegate, by contract, agreement or otherwise, any services or tasks required under this Contract to any other person or entity without the express written permission of District by executed addendum. Consent to any subcontract may be withheld by District at its sole and unrestricted discretion. District shall not be obligated to pay for any services or work performed by an unauthorized person or entity. Contractor shall at all times during the term of this agreement remain fully and independently responsible and liable to District for the full and complete performance of the terms and conditions of this Contract. Contractor shall be responsible for ensuring that all subcontractors independently satisfy all of the requirements of Contractor under this Contract, including but not limited to the insurance and indemnification provisions of this Contract, unless otherwise agreed in writing by the District. Prior to performance of Services by any subcontractor, the subcontractor shall provide District with evidence of all insurance, certificates, forms, and licenses required by this Contract.

7. Trademark/Logo Use. Contractor must obtain written approval from the District to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, the

District will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

- a. To the fullest extent allowed by law, Contractor shall defend, indemnify and hold District, its officials, trustees, officers, agents, employees, volunteers, and representatives ("Indemnitees") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) Contractor or any subcontractor's failure to fully comply with or breach of any of the terms and conditions of this Contract, or 2) any acts, omissions, negligence or willful misconduct of Contractor, any subcontractor, and their officials, officers, employees, and agents arising out of or in connection with the performance of Services or otherwise arising from this Contract ("Indemnification").
- b. Contractor's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses. The only limitations on this provision shall be those imposed by Civil Code § 2782, as may be applicable, or other applicable provisions of law.
- c. Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnitees, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnitees, notwithstanding whether liability is, can be or has yet been established.

10. Insurance Requirements. Contractor (and all subcontractors) agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverage from an admitted carrier in the State of California with an AM Best Rating of A-VII or higher:

- a. Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) aggregate and must include coverage for property damage,

bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent contractor's liability, written on an "occurrence" form;

- b. Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000).
- c. Workers' Compensation insurance. This coverage is required unless Contractor provides written verification it has no employees. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Contractor must also maintain Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. as required by statutory insurance requirement of the State of California;

Other Insurance Requirements

- Contractor agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.
- Contractor's Insurance to be Primary. Any insurance or self-insurance maintained by the District, its board of trustees, officials, employees, volunteers, and agents shall be excess of the Contractor's insurance and shall not contribute with it.
- Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. All certificates must be delivered before Work is to commence. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.
- Waiver of Subrogation. Contractor hereby grants to District, its board of trustees, employees, volunteers, and agents a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.
- An Umbrella Liability policy (or Excess Liability) may be used to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits to meet District's minimum coverage requirements provided all requirements set forth herein are fully satisfied with respect to such policy.
- If Contractor maintains broader coverage and/or higher limits than the minimums required herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

11. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

12. Compliance with Applicable Laws. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

13. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Work pursuant to this Agreement.

14. Professional Practices. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

16. Entire Agreement/Amendment. When signed by both Parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the Parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

17. Non-Discrimination. Contractor represents that it is an equal opportunity employer and acknowledges that it shall not subject any person to unlawful discrimination based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, or political affiliation in programs, activities, services, benefits, or employment in connection with this Contract. Contractor agrees not to discriminate on any of these bases in its employment or personnel policies, including but not limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

18. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

District: Rancho Santiago Community College District
Attn: Peter J. Hardash, VC of Business/Fiscal Operations
2323 N. Broadway, Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)
Rancho Santiago Community College District

Santa Ana College Community Services Program
1530 W 17th St. S203, Santa Ana, CA 92706-3398

Santiago Canyon College Community Services Program
8045 East Chapman Ave., U-83, Orange, CA 92869

Contractor Notary Public Seminars, Inc./Carrie Ann Christensen
12120 Herbert St., Los Angeles, CA 90066

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Exhibits. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.

22. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no

way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

23. Conflict of Interest. Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.

24. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.

25. Time is of the Essence. Time is of the essence and Contractor shall perform the services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.

26. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless District from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

27. Force Majuere. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.

28. Failure to Perform. As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both Parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.

29. Dispute Resolution.

Negotiation. Any dispute that Contractor may have regarding the performance of this Contract, including, but not limited to, claims for additional compensation, shall be submitted to District within 30 days of its occurrence. District and Contractor shall attempt to negotiate a resolution of such dispute and process an amendment to this Contract to implement the terms of such resolution.

Mediation. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be resolved through direct discussions, the Parties agree to first endeavor to resolve the dispute in an amicable manner by non-binding mediation under the applicable rules of the Judicial Arbitration and Mediation Service (JAMS), or other similar organization mutually selected by the Parties. If any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, remains after mediation, the matter shall be determined in a court of law of proper jurisdiction in the District's place of venue.

If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal quota of the expenses of the mediator.

A party that refuses to participate in mediation or refuses to participate in the selection of a mediator cannot file a legal action. The non-refusing party shall be permitted to file a legal action immediately upon the other party's refusal to participate in mediation or the selection of a mediator.

30. Amendments. This Agreement may be amended only by written instrument signed by both District and Contractor which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

32. Certification Regarding Debarment, Suspension or Other Ineligibility. (Applicable to all agreements funded in part or whole with federal funds).

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility;

34. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).

35. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____

Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor for Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY:

Signature of Authorized Person

Print Name: Carrie A. Christensen

Print Title: CEO

Date: 7/1/2019

Exhibit A

Scope of Work and Detailed Schedule of Payment.

The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof.

DESCRIPTION:

Carrie Ann Christensen of Notary Public Seminars, Inc. will provide services or activities as described, outlined, and at the times, dates and locations specified in the approved course proposals. The contractor agrees to provide experienced instructors, experts in their field, to teach courses and seminars. Topics covered: Become a Notary Public, Renew your Notary Commission, Become a Loan Signing Agent, Become an Immigration Consultant and Legal Document Assistant. The contractor can submit proposals for new courses and seminars at any time. New proposals will be subject to review and board approval. All new courses must be board approved prior to scheduling and advertising.

PAY RATE:

A 6% administrative fee will be deducted from the gross income prior to the standard split of 60/40, with 40% of the net income payable to the contractor, upon completion of instruction for which this Agreement is executed. (Note: Additional services that are subject to fees, i.e. special flyers, direct mailing, postage, administering of tests, etc., may be deducted when appropriate.) The District will issue the Contractor an Internal Revenue Service Form 1099 for all monies paid over \$600 to them from the District. The Contractor is responsible for their own taxes.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College -Community Services Program

To:	Board of Trustees	Date: July 15, 2019
Re:	Approval of Professional Services Agreement between KGP Medical Billing and RSCCD on behalf of Santiago Canyon College & Santa Ana College Community Services Programs	
Action:	Request for Approval	

BACKGROUND

Santiago Canyon College (SCC) and Santa Ana College (SAC) maintain a comprehensive educational Community Services Program that supports RSCCD’s vision of “providing comprehensive educational opportunities” and responds to the diverse needs of the community. As such, Community Services Programs at both campuses offer various educational and personal growth opportunities to the community through various courses and travel tours. The programs and courses offered are fee-based, non-apportionment, and provide another option for lifelong learning to community members.

ANALYSIS

The Santiago Canyon College & Santa Ana College Community Services Programs will partner with KGP Medical Billing to offer classes to both children and adults. The term of this agreement will be effective from the day of execution through June 30, 2024.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Professional Service Agreement between KGP Medical Billing and RSCCD on behalf of Santiago Canyon College & Santa Ana College –Community Services Programs.

Fiscal Impact: \$4,000 - \$5,000 of revenue per fiscal year	Board Date: July 15, 2019
Prepared by: Jose Vargas, Vice President, SCC Continuing Education and James Kennedy, Ed.D, Vice President, SAC Continuing Education	
Submitted by: John C. Hernandez, Ph.D., President, Santiago Canyon College Linda D. Rose, Ed.D, President, Santa Ana College	
Recommended by: Marvin Martinez, Chancellor	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706 and, KGP Medical Billing, having its principal business address located at 4925 Cimarron Street, Los Angeles, CA 90062 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

District and Contractor are also referred to collectively as the “Parties” and individually as “Party.”

WHEREAS, District is authorized to contract with persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, administrative, or other related matters; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor represents that it is specially trained, experienced, properly certified/licensed and competent to perform the services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of the Recitals and mutual covenants provided in this Contract, District and Contractor agree as follows:

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.

2. Term. This Agreement shall commence once fully executed by both parties and shall continue in full force and effect thereafter until and including June 30, 2024, unless this Agreement is terminated during the Term pursuant to this Agreement.

3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
- A. Mutual: District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - B. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date.
 - C. Breach: Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
 - D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for bankruptcyTermination.
 - E. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages
 - F. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
 - G. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.
4. Payment.
- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed \$15,000 Dollars) ("Contract Amount"). Additional details are specified in **Exhibit A**.
 - B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
 - C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.

- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

5. Independent Contractor. By its signature on this Contract, Contractor acknowledges and agrees that the Services to be performed under this Contract are those of an independent contractor, and that Contractor is solely responsible for the Services and any other work performed as a result of this Contract. Contractor represents and warrants that Contractor, its subcontractors, and their employees, and agents are not officers, agents, or employees of District. Contractor acknowledges and agrees any personnel performing the Services under this Contract shall at all times be under Contractor's exclusive direction and control, and that Contractor is solely responsible for payment of all compensation, wages, salaries, benefits, and other amounts due to such personnel. Contractor further acknowledges and agrees that Contractor shall be solely responsible for all federal, state, and local taxes and any and all fees applicable to any Services performed under this Contract, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

6. Use of Subcontractors. Contractor shall not delegate, by contract, agreement or otherwise, any services or tasks required under this Contract to any other person or entity without the express written permission of District by executed addendum. Consent to any subcontract may be withheld by District at its sole and unrestricted discretion. District shall not be obligated to pay for any services or work performed by an unauthorized person or entity. Contractor shall at all times during the term of this agreement remain fully and independently responsible and liable to District for the full and complete performance of the terms and conditions of this Contract. Contractor shall be responsible for ensuring that all subcontractors independently satisfy all of the requirements of Contractor under this Contract, including but not limited to the insurance and indemnification provisions of this Contract, unless otherwise agreed in writing by the District. Prior to performance of Services by any subcontractor, the subcontractor shall provide District with evidence of all insurance, certificates, forms, and licenses required by this Contract.

7. Trademark/Logo Use. Contractor must obtain written approval from the District to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, the

District will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

- a. To the fullest extent allowed by law, Contractor shall defend, indemnify and hold District, its officials, trustees, officers, agents, employees, volunteers, and representatives ("Indemnitees") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) Contractor or any subcontractor's failure to fully comply with or breach of any of the terms and conditions of this Contract, or 2) any acts, omissions, negligence or willful misconduct of Contractor, any subcontractor, and their officials, officers, employees, and agents arising out of or in connection with the performance of Services or otherwise arising from this Contract ("Indemnification").
- b. Contractor's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses. The only limitations on this provision shall be those imposed by Civil Code § 2782, as may be applicable, or other applicable provisions of law.
- c. Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnitees, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnitees, notwithstanding whether liability is, can be or has yet been established.

10. Insurance Requirements. Contractor (and all subcontractors) agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverage from an admitted carrier in the State of California with an AM Best Rating of A-VII or higher:

- a. Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) aggregate and must include coverage for property damage,

bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent contractor's liability, written on an "occurrence" form;

- b. Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000).
- c. Workers' Compensation insurance. This coverage is required unless Contractor provides written verification it has no employees. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Contractor must also maintain Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. as required by statutory insurance requirement of the State of California;

Other Insurance Requirements

- Contractor agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.
- Contractor's Insurance to be Primary. Any insurance or self-insurance maintained by the District, its board of trustees, officials, employees, volunteers, and agents shall be excess of the Contractor's insurance and shall not contribute with it.
- Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. All certificates must be delivered before Work is to commence. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.
- Waiver of Subrogation. Contractor hereby grants to District, its board of trustees, employees, volunteers, and agents a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.
- An Umbrella Liability policy (or Excess Liability) may be used to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits to meet District's minimum coverage requirements provided all requirements set forth herein are fully satisfied with respect to such policy.
- If Contractor maintains broader coverage and/or higher limits than the minimums required herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

11. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

12. Compliance with Applicable Laws. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

13. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Work pursuant to this Agreement.

14. Professional Practices. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

16. Entire Agreement/Amendment. When signed by both Parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the Parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

17. Non-Discrimination. Contractor represents that it is an equal opportunity employer and acknowledges that it shall not subject any person to unlawful discrimination based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, or political affiliation in programs, activities, services, benefits, or employment in connection with this Contract. Contractor agrees not to discriminate on any of these bases in its employment or personnel policies, including but not limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

18. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

District: Rancho Santiago Community College District
Attn: Peter J. Hardash, VC of Business/Fiscal Operations
2323 N. Broadway, Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)
Rancho Santiago Community College District

Santa Ana College Community Services Program
1530 W 17th St. S203, Santa Ana, CA 92706-3398

Santiago Canyon College Community Services Program
8045 East Chapman Ave., U-83, Orange, CA 92869

Contractor KGP Medical Billing./Kris G. Patterson
4925 Cimarron Street, Los Angeles, CA 90062

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Exhibits. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.

22. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no

way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

23. Conflict of Interest. Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.

24. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.

25. Time is of the Essence. Time is of the essence and Contractor shall perform the services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.

26. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless District from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

27. Force Majuere. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.

28. Failure to Perform. As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both Parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.

29. Dispute Resolution.

Negotiation. Any dispute that Contractor may have regarding the performance of this Contract, including, but not limited to, claims for additional compensation, shall be submitted to District within 30 days of its occurrence. District and Contractor shall attempt to negotiate a resolution of such dispute and process an amendment to this Contract to implement the terms of such resolution.

Mediation. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be resolved through direct discussions, the Parties agree to first endeavor to resolve the dispute in an amicable manner by non-binding mediation under the applicable rules of the Judicial Arbitration and Mediation Service (JAMS), or other similar organization mutually selected by the Parties. If any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, remains after mediation, the matter shall be determined in a court of law of proper jurisdiction in the District's place of venue.

If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal quota of the expenses of the mediator.

A party that refuses to participate in mediation or refuses to participate in the selection of a mediator cannot file a legal action. The non-refusing party shall be permitted to file a legal action immediately upon the other party's refusal to participate in mediation or the selection of a mediator.

30. Amendments. This Agreement may be amended only by written instrument signed by both District and Contractor which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

32. Certification Regarding Debarment, Suspension or Other Ineligibility. (Applicable to all agreements funded in part or whole with federal funds).

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility;

34. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).

35. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____

Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor for Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY:

Signature of Authorized Person

Print Name: Kris G. Patterson

Print Title: Owner

Date: 7/1/2019

Exhibit A

Scope of Work and Detailed Schedule of Payment.

The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof.

DESCRIPTION:

Kris G. Patterson of KGP Medical Billing will provide services or activities as described, outlined, and at the times, dates and locations specified in the approved course proposals. The contractor agrees to provide experienced instructors, experts in their field, to teach courses and seminars. Topics covered: Medical Billing Certificate Program, Medical Front Office and Start your own Billing Service. The contractor can submit proposals for new courses and seminars at any time. New proposals will be subject to review and board approval. All new courses must be board approved prior to scheduling and advertising.

PAY RATE:

A 6% administrative fee will be deducted from the gross income prior to the standard split of 60/40, with 40% of the net income payable to the contractor, upon completion of instruction for which this Agreement is executed. (Note: Additional services that are subject to fees, i.e. special flyers, direct mailing, postage, administering of tests, etc., may be deducted when appropriate.) The District will issue the Contractor an Internal Revenue Service Form 1099 for all monies paid over \$600 to them from the District. The Contractor is responsible for their own taxes.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College -Community Services Program

To:	Board of Trustees	Date: July 15, 2019
Re:	Approval of Professional Services Agreement between Safety Driver’s Ed. and RSCCD on behalf of Santiago Canyon College & Santa Ana College Community Services Programs	
Action:	Request for Approval	

BACKGROUND

Santiago Canyon College (SCC) and Santa Ana College (SAC) maintain a comprehensive educational Community Services Program that supports RSCCD’s vision of “providing comprehensive educational opportunities” and responds to the diverse needs of the community. As such, Community Services Programs at both campuses offer various educational and personal growth opportunities to the community through various courses and travel tours. The programs and courses offered are fee-based, non-apportionment, and provide another option for lifelong learning to community members.

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Fiscal Impact: \$4,000 - \$5,000 of revenue per fiscal year	Board Date: July 15, 2019
Prepared by: Jose Vargas, Vice President, SCC Continuing Education and James Kennedy, Ed.D, Vice President, SAC Continuing Education	
Submitted by: John C. Hernandez, Ph.D., President, Santiago Canyon College Linda D. Rose, Ed.D, President, Santa Ana College	
Recommended by: Marvin Martinez, Chancellor	



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Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

District and Contractor are also referred to collectively as the “Parties” and individually as “Party.”

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WHEREAS, District is in need of such special services and advice; and

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 - B. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date.
 - C. Breach: Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
 - D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for bankruptcyTermination.
 - E. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages
 - F. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
 - G. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor’s noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.
4. Payment.
- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor’s performance of the Work under this Agreement, a total amount not to exceed \$15,000 Dollars) (“Contract Amount”). Additional details are specified in **Exhibit A**.
 - B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District’s obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
 - C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District’s Purchase Order number, and Contractor’s Taxpayer Identification Number. Invoices shall be paid on a “net 30-day basis” for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.

- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

5. Independent Contractor. By its signature on this Contract, Contractor acknowledges and agrees that the Services to be performed under this Contract are those of an independent contractor, and that Contractor is solely responsible for the Services and any other work performed as a result of this Contract. Contractor represents and warrants that Contractor, its subcontractors, and their employees, and agents are not officers, agents, or employees of District. Contractor acknowledges and agrees any personnel performing the Services under this Contract shall at all times be under Contractor's exclusive direction and control, and that Contractor is solely responsible for payment of all compensation, wages, salaries, benefits, and other amounts due to such personnel. Contractor further acknowledges and agrees that Contractor shall be solely responsible for all federal, state, and local taxes and any and all fees applicable to any Services performed under this Contract, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

6. Use of Subcontractors. Contractor shall not delegate, by contract, agreement or otherwise, any services or tasks required under this Contract to any other person or entity without the express written permission of District by executed addendum. Consent to any subcontract may be withheld by District at its sole and unrestricted discretion. District shall not be obligated to pay for any services or work performed by an unauthorized person or entity. Contractor shall at all times during the term of this agreement remain fully and independently responsible and liable to District for the full and complete performance of the terms and conditions of this Contract. Contractor shall be responsible for ensuring that all subcontractors independently satisfy all of the requirements of Contractor under this Contract, including but not limited to the insurance and indemnification provisions of this Contract, unless otherwise agreed in writing by the District. Prior to performance of Services by any subcontractor, the subcontractor shall provide District with evidence of all insurance, certificates, forms, and licenses required by this Contract.

7. Trademark/Logo Use. Contractor must obtain written approval from the District to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, the

District will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

- a. To the fullest extent allowed by law, Contractor shall defend, indemnify and hold District, its officials, trustees, officers, agents, employees, volunteers, and representatives ("Indemnitees") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) Contractor or any subcontractor's failure to fully comply with or breach of any of the terms and conditions of this Contract, or 2) any acts, omissions, negligence or willful misconduct of Contractor, any subcontractor, and their officials, officers, employees, and agents arising out of or in connection with the performance of Services or otherwise arising from this Contract ("Indemnification").
- b. Contractor's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses. The only limitations on this provision shall be those imposed by Civil Code § 2782, as may be applicable, or other applicable provisions of law.
- c. Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnitees, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnitees, notwithstanding whether liability is, can be or has yet been established.

10. Insurance Requirements. Contractor (and all subcontractors) agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverage from an admitted carrier in the State of California with an AM Best Rating of A-VII or higher:

- a. Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) aggregate and must include coverage for property damage,

bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent contractor's liability, written on an "occurrence" form;

- b. Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000).
- c. Workers' Compensation insurance. This coverage is required unless Contractor provides written verification it has no employees. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Contractor must also maintain Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. as required by statutory insurance requirement of the State of California;

Other Insurance Requirements

- Contractor agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.
- Contractor's Insurance to be Primary. Any insurance or self-insurance maintained by the District, its board of trustees, officials, employees, volunteers, and agents shall be excess of the Contractor's insurance and shall not contribute with it.
- Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. All certificates must be delivered before Work is to commence. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.
- Waiver of Subrogation. Contractor hereby grants to District, its board of trustees, employees, volunteers, and agents a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.
- An Umbrella Liability policy (or Excess Liability) may be used to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits to meet District's minimum coverage requirements provided all requirements set forth herein are fully satisfied with respect to such policy.
- If Contractor maintains broader coverage and/or higher limits than the minimums required herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

11. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

12. Compliance with Applicable Laws. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

13. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Work pursuant to this Agreement.

14. Professional Practices. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

16. Entire Agreement/Amendment. When signed by both Parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the Parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

17. Non-Discrimination. Contractor represents that it is an equal opportunity employer and acknowledges that it shall not subject any person to unlawful discrimination based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, or political affiliation in programs, activities, services, benefits, or employment in connection with this Contract. Contractor agrees not to discriminate on any of these bases in its employment or personnel policies, including but not limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

18. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

District: Rancho Santiago Community College District
Attn: Peter J. Hardash, VC of Business/Fiscal Operations
2323 N. Broadway, Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)
Rancho Santiago Community College District

Santa Ana College Community Services Program
1530 W 17th St. S203, Santa Ana, CA 92706-3398

Santiago Canyon College Community Services Program
8045 East Chapman Ave., U-83, Orange, CA 92869

Contractor Safety Driver's Ed./Erika Vieyra
1070 A Street Ste. 2, Hayward, CA 94541

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Exhibits. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.

22. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no

way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

23. Conflict of Interest. Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.

24. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.

25. Time is of the Essence. Time is of the essence and Contractor shall perform the services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.

26. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless District from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

27. Force Majuere. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.

28. Failure to Perform. As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both Parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.

29. Dispute Resolution.

Negotiation. Any dispute that Contractor may have regarding the performance of this Contract, including, but not limited to, claims for additional compensation, shall be submitted to District within 30 days of its occurrence. District and Contractor shall attempt to negotiate a resolution of such dispute and process an amendment to this Contract to implement the terms of such resolution.

Mediation. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be resolved through direct discussions, the Parties agree to first endeavor to resolve the dispute in an amicable manner by non-binding mediation under the applicable rules of the Judicial Arbitration and Mediation Service (JAMS), or other similar organization mutually selected by the Parties. If any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, remains after mediation, the matter shall be determined in a court of law of proper jurisdiction in the District's place of venue.

If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal quota of the expenses of the mediator.

A party that refuses to participate in mediation or refuses to participate in the selection of a mediator cannot file a legal action. The non-refusing party shall be permitted to file a legal action immediately upon the other party's refusal to participate in mediation or the selection of a mediator.

30. Amendments. This Agreement may be amended only by written instrument signed by both District and Contractor which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

32. Certification Regarding Debarment, Suspension or Other Ineligibility. (Applicable to all agreements funded in part or whole with federal funds).

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility;

34. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).

35. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____

Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor for Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY:

Signature of Authorized Person

Print Name: Erika Vieyra

Print Title:

Date: 7/1/2019

Exhibit A

Scope of Work and Detailed Schedule of Payment.

The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof.

DESCRIPTION:

Erika Vieyra of Safety Driver's Ed. will provide services or activities as described, outlined, and at the times, dates and locations specified in the approved course proposals. The contractor agrees to provide experienced instructors, experts in their field, to teach courses and seminars. Topics covered: Online Driver's Education. The contractor can submit proposals for new courses and seminars at any time. New proposals will be subject to review and board approval. All new courses must be board approved prior to scheduling and advertising.

PAY RATE:

A 6% administrative fee will be deducted from the gross income prior to the standard split of 50/50, with 50% of the net income payable to the contractor, upon completion of instruction for which this Agreement is executed. (Note: Additional services that are subject to fees, i.e. special flyers, direct mailing, postage, administering of tests, etc., may be deducted when appropriate.) The District will issue the Contractor an Internal Revenue Service Form 1099 for all monies paid over \$600 to them from the District. The Contractor is responsible for their own taxes.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santiago Canyon College
Community Services Program**

To:	Board of Trustees	Date: July 15, 2019
Re:	Approval of Professional Services Agreement between Brainstorm Studios, LLC and RSCCD on behalf of Santiago Canyon College Community Services Program	
Action:	Request for Approval	

BACKGROUND

Santiago Canyon College (SCC) maintains a comprehensive educational Community Services Program that supports RSCCD's vision of "providing comprehensive educational opportunities" and responds to the diverse needs of the community. As such, Santiago Canyon College's Community Services Program offers various educational and personal growth opportunities to the community through various courses and travel tours. The program and courses offered are fee-based, non-apportionment, and provide another option for lifelong learning to community members.

ANALYSIS

This agreement will allow Santiago Canyon College Community Services Program to schedule educational, recreational and personal enrichment classes and workshops with the contractor, Brainstorm Studios, LLC, to both children and adults, on an as needed basis to meet community needs. The term of this agreement will be effective from the day of execution of the agreement through June 30, 2024.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Professional Service Agreement between Brainstorm Studios, LLC and RSCCD on behalf of Santiago Canyon College Community Services Program.

Fiscal Impact: \$4,000 - \$5,000 of revenue per fiscal year	Board Date: July 15, 2019
Prepared by:	Jose Vargas, Vice President, Continuing Education
Submitted by:	John C. Hernandez, Ph.D., President, Santiago Canyon College
Recommended by:	Marvin Martinez, Chancellor



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706 and, Brainstorm Studios, LLC, having its principal business address located at 5430 Trabuco Rd, Suite 150, Irvine, CA 92620 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

District and Contractor are also referred to collectively as the “Parties” and individually as “Party.”

WHEREAS, District is authorized to contract with persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, administrative, or other related matters; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor represents that it is specially trained, experienced, properly certified/licensed and competent to perform the services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of the Recitals and mutual covenants provided in this Contract, District and Contractor agree as follows:

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.

2. Term. This Agreement shall commence once fully executed by both parties and shall continue in full force and effect thereafter until and including June 30, 2024, unless this Agreement is terminated during the Term pursuant to this Agreement.

3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
- A. Mutual: District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - B. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date.
 - C. Breach: Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
 - D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for bankruptcy Termination.
 - E. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages
 - F. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
 - G. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.
4. Payment.
- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed \$15,000 Dollars) ("Contract Amount"). Additional details are specified in **Exhibit A**.
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 - C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.

- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

5. Independent Contractor. By its signature on this Contract, Contractor acknowledges and agrees that the Services to be performed under this Contract are those of an independent contractor, and that Contractor is solely responsible for the Services and any other work performed as a result of this Contract. Contractor represents and warrants that Contractor, its subcontractors, and their employees, and agents are not officers, agents, or employees of District. Contractor acknowledges and agrees any personnel performing the Services under this Contract shall at all times be under Contractor's exclusive direction and control, and that Contractor is solely responsible for payment of all compensation, wages, salaries, benefits, and other amounts due to such personnel. Contractor further acknowledges and agrees that Contractor shall be solely responsible for all federal, state, and local taxes and any and all fees applicable to any Services performed under this Contract, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

6. Use of Subcontractors. Contractor shall not delegate, by contract, agreement or otherwise, any services or tasks required under this Contract to any other person or entity without the express written permission of District by executed addendum. Consent to any subcontract may be withheld by District at its sole and unrestricted discretion. District shall not be obligated to pay for any services or work performed by an unauthorized person or entity. Contractor shall at all times during the term of this agreement remain fully and independently responsible and liable to District for the full and complete performance of the terms and conditions of this Contract. Contractor shall be responsible for ensuring that all subcontractors independently satisfy all of the requirements of Contractor under this Contract, including but not limited to the insurance and indemnification provisions of this Contract, unless otherwise agreed in writing by the District. Prior to performance of Services by any subcontractor, the subcontractor shall provide District with evidence of all insurance, certificates, forms, and licenses required by this Contract.

7. Trademark/Logo Use. Contractor must obtain written approval from the District to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, the

District will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

- a. To the fullest extent allowed by law, Contractor shall defend, indemnify and hold District, its officials, trustees, officers, agents, employees, volunteers, and representatives ("Indemnitees") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) Contractor or any subcontractor's failure to fully comply with or breach of any of the terms and conditions of this Contract, or 2) any acts, omissions, negligence or willful misconduct of Contractor, any subcontractor, and their officials, officers, employees, and agents arising out of or in connection with the performance of Services or otherwise arising from this Contract ("Indemnification").
- b. Contractor's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses. The only limitations on this provision shall be those imposed by Civil Code § 2782, as may be applicable, or other applicable provisions of law.
- c. Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnitees, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnitees, notwithstanding whether liability is, can be or has yet been established.

10. Insurance Requirements. Contractor (and all subcontractors) agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverage from an admitted carrier in the State of California with an AM Best Rating of A-VII or higher:

- a. Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) aggregate and must include coverage for property damage,

bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent contractor's liability, written on an "occurrence" form;

- b. Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000).
- c. Workers' Compensation insurance. This coverage is required unless Contractor provides written verification it has no employees. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Contractor must also maintain Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. as required by statutory insurance requirement of the State of California;

Other Insurance Requirements

- Contractor agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.
- Contractor's Insurance to be Primary. Any insurance or self-insurance maintained by the District, its board of trustees, officials, employees, volunteers, and agents shall be excess of the Contractor's insurance and shall not contribute with it.
- Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. All certificates must be delivered before Work is to commence. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.
- Waiver of Subrogation. Contractor hereby grants to District, its board of trustees, employees, volunteers, and agents a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.
- An Umbrella Liability policy (or Excess Liability) may be used to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits to meet District's minimum coverage requirements provided all requirements set forth herein are fully satisfied with respect to such policy.
- If Contractor maintains broader coverage and/or higher limits than the minimums required herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

11. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

12. Compliance with Applicable Laws. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

13. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Work pursuant to this Agreement.

14. Professional Practices. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

16. Entire Agreement/Amendment. When signed by both Parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the Parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

17. Non-Discrimination. Contractor represents that it is an equal opportunity employer and acknowledges that it shall not subject any person to unlawful discrimination based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, or political affiliation in programs, activities, services, benefits, or employment in connection with this Contract. Contractor agrees not to discriminate on any of these bases in its employment or personnel policies, including but not limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

18. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

District: Rancho Santiago Community College District
Attn: Peter J. Hardash, VC of Business/Fiscal Operations
2323 N. Broadway, Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)
Rancho Santiago Community College District

Santiago Canyon College Community Services Program
8045 East Chapman Ave., U-83,
Orange, CA 92869

Contractor Brainstorm Studios, LLC/ Darren Brian Jones
5430 Trabuco Rd.
Irvine, CA 92620

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Exhibits. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.

22. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

23. Conflict of Interest. Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.

24. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.

25. Time is of the Essence. Time is of the essence and Contractor shall perform the services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.

26. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless District from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

27. Force Majeure. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.

28. Failure to Perform. As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both Parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.

29. Dispute Resolution.

Negotiation. Any dispute that Contractor may have regarding the performance of this Contract, including, but not limited to, claims for additional compensation, shall be submitted to District within 30 days of its occurrence. District and Contractor shall attempt to negotiate a resolution of such dispute and process an amendment to this Contract to implement the terms of such resolution.

Mediation. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be resolved through direct discussions, the Parties agree to first endeavor to resolve the dispute in an amicable manner by non-binding mediation under the applicable rules of the Judicial Arbitration and Mediation Service (JAMS), or

other similar organization mutually selected by the Parties. If any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, remains after mediation, the matter shall be determined in a court of law of proper jurisdiction in the District's place of venue.

If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal quota of the expenses of the mediator.

A party that refuses to participate in mediation or refuses to participate in the selection of a mediator cannot file a legal action. The non-refusing party shall be permitted to file a legal action immediately upon the other party's refusal to participate in mediation or the selection of a mediator.

30. Amendments. This Agreement may be amended only by written instrument signed by both District and Contractor which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.
31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
32. Certification Regarding Debarment, Suspension or Other Ineligibility. (Applicable to all agreements funded in part or whole with federal funds).
 1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility;
34. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).
35. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____

Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor for Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY:

Signature of Authorized Person

Print Name: Darren Brian Jones

Print Title: CEO

Date: 7/1/2019

Exhibit A

Scope of Work and Detailed Schedule of Payment.

The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof.

DESCRIPTION:

Darren Brian Jones of Brainstorm Studios LLC will provide services or activities as described, outlined, and at the times, dates and locations specified in the approved course proposals. The contractor agrees to provide experienced instructors, experts in their field, to teach courses and seminars. Topics covered: 3D Animation, Coding, Engineering, Laser Cutting, Robotics, Science, Tech University, Video Editing and Web Development. The contractor can submit proposals for new courses and seminars at any time. New proposals will be subject to review and board approval. All new courses must be board approved prior to scheduling and advertising.

PAY RATE:

A 0% administrative fee will be deducted from the gross income prior to the standard split of 30/70, with 70% of the net income payable to the contractor, upon completion of instruction for which this Agreement is executed. (Note: Additional services that are subject to fees, i.e. special flyers, direct mailing, postage, administering of tests, etc., may be deducted when appropriate.) The District will issue the Contractor an Internal Revenue Service Form 1099 for all monies paid over \$600 to them from the District. The Contractor is responsible for their own taxes.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**Santiago Canyon College
Community Services Program**

To:	Board of Trustees	Date: July 15, 2019
Re:	Approval of Professional Services Agreement between Voices For All, LLC and RSCCD on behalf of Santiago Canyon College Community Services Program	
Action:	Request for Approval	

BACKGROUND

Santiago Canyon College (SCC) maintains a comprehensive educational Community Services Program that supports RSCCD’s vision of “providing comprehensive educational opportunities” and responds to the diverse needs of the community. As such, Santiago Canyon College’s Community Services Program offers various educational and personal growth opportunities to the community through various courses and travel tours. The program and courses offered are fee-based, non-apportionment, and provide another option for lifelong learning to community members.

ANALYSIS

This agreement will allow Santiago Canyon College Community Services Program to schedule educational, recreational and personal enrichment classes and workshops with the contractor, Voices For All, LLC, to adults on an as needed basis to meet community needs. The term of this agreement will be effective from the day of execution of the agreement through June 30, 2024.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Professional Service Agreement between Voices For All, LLC and RSCCD on behalf of Santiago Canyon College Community Services Program.

Fiscal Impact:	\$4,000 - \$5,000 of revenue per fiscal year	Board Date:	July 15, 2019
Prepared by:	Jose Vargas, Vice President, Continuing Education		
Submitted by:	John C. Hernandez, Ph.D., President, Santiago Canyon College		
Recommended by:	Marvin Martinez, Chancellor		



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706 and, Voices For All, LLC, having its principal business address located at 1673 RT9, Suite 3B, Halfmoon, NY 12065 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

District and Contractor are also referred to collectively as the “Parties” and individually as “Party.”

WHEREAS, District is authorized to contract with persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, administrative, or other related matters; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor represents that it is specially trained, experienced, properly certified/licensed and competent to perform the services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of the Recitals and mutual covenants provided in this Contract, District and Contractor agree as follows:

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.

2. Term. This Agreement shall commence once fully executed by both parties and shall continue in full force and effect thereafter until and including June 30, 2024, unless this Agreement is terminated during the Term pursuant to this Agreement.

3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
- A. Mutual: District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - B. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date.
 - C. Breach: Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
 - D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for bankruptcy Termination.
 - E. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages
 - F. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
 - G. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.
4. Payment.
- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed \$15,000 Dollars) ("Contract Amount"). Additional details are specified in **Exhibit A**.
 - B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
 - C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.

- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

5. Independent Contractor. By its signature on this Contract, Contractor acknowledges and agrees that the Services to be performed under this Contract are those of an independent contractor, and that Contractor is solely responsible for the Services and any other work performed as a result of this Contract. Contractor represents and warrants that Contractor, its subcontractors, and their employees, and agents are not officers, agents, or employees of District. Contractor acknowledges and agrees any personnel performing the Services under this Contract shall at all times be under Contractor's exclusive direction and control, and that Contractor is solely responsible for payment of all compensation, wages, salaries, benefits, and other amounts due to such personnel. Contractor further acknowledges and agrees that Contractor shall be solely responsible for all federal, state, and local taxes and any and all fees applicable to any Services performed under this Contract, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

6. Use of Subcontractors. Contractor shall not delegate, by contract, agreement or otherwise, any services or tasks required under this Contract to any other person or entity without the express written permission of District by executed addendum. Consent to any subcontract may be withheld by District at its sole and unrestricted discretion. District shall not be obligated to pay for any services or work performed by an unauthorized person or entity. Contractor shall at all times during the term of this agreement remain fully and independently responsible and liable to District for the full and complete performance of the terms and conditions of this Contract. Contractor shall be responsible for ensuring that all subcontractors independently satisfy all of the requirements of Contractor under this Contract, including but not limited to the insurance and indemnification provisions of this Contract, unless otherwise agreed in writing by the District. Prior to performance of Services by any subcontractor, the subcontractor shall provide District with evidence of all insurance, certificates, forms, and licenses required by this Contract.

7. Trademark/Logo Use. Contractor must obtain written approval from the District to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, the

District will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

- a. To the fullest extent allowed by law, Contractor shall defend, indemnify and hold District, its officials, trustees, officers, agents, employees, volunteers, and representatives ("Indemnitees") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) Contractor or any subcontractor's failure to fully comply with or breach of any of the terms and conditions of this Contract, or 2) any acts, omissions, negligence or willful misconduct of Contractor, any subcontractor, and their officials, officers, employees, and agents arising out of or in connection with the performance of Services or otherwise arising from this Contract ("Indemnification").
- b. Contractor's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses. The only limitations on this provision shall be those imposed by Civil Code § 2782, as may be applicable, or other applicable provisions of law.
- c. Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnitees, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnitees, notwithstanding whether liability is, can be or has yet been established.

10. Insurance Requirements. Contractor (and all subcontractors) agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverage from an admitted carrier in the State of California with an AM Best Rating of A-VII or higher:

- a. Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) aggregate and must include coverage for property damage,

bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent contractor's liability, written on an "occurrence" form;

- b. Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000).
- c. Workers' Compensation insurance. This coverage is required unless Contractor provides written verification it has no employees. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Contractor must also maintain Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. as required by statutory insurance requirement of the State of California;

Other Insurance Requirements

- Contractor agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.
- Contractor's Insurance to be Primary. Any insurance or self-insurance maintained by the District, its board of trustees, officials, employees, volunteers, and agents shall be excess of the Contractor's insurance and shall not contribute with it.
- Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. All certificates must be delivered before Work is to commence. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.
- Waiver of Subrogation. Contractor hereby grants to District, its board of trustees, employees, volunteers, and agents a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.
- An Umbrella Liability policy (or Excess Liability) may be used to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits to meet District's minimum coverage requirements provided all requirements set forth herein are fully satisfied with respect to such policy.
- If Contractor maintains broader coverage and/or higher limits than the minimums required herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

11. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

12. Compliance with Applicable Laws. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

13. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Work pursuant to this Agreement.

14. Professional Practices. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

16. Entire Agreement/Amendment. When signed by both Parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the Parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

17. Non-Discrimination. Contractor represents that it is an equal opportunity employer and acknowledges that it shall not subject any person to unlawful discrimination based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, or political affiliation in programs, activities, services, benefits, or employment in connection with this Contract. Contractor agrees not to discriminate on any of these bases in its employment or personnel policies, including but not limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

18. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

District: Rancho Santiago Community College District
Attn: Peter J. Hardash, VC of Business/Fiscal Operations
2323 N. Broadway, Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)
Rancho Santiago Community College District

Santiago Canyon College Community Services Program
8045 East Chapman Ave., U-83, Orange, CA 92869

Contractor Voices For All, LLC./Marilu Benedetti
1673 RT9, Suite 3B, Halfmoon, NY, 12065

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Exhibits. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.

22. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

23. Conflict of Interest. Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.

24. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.

25. Time is of the Essence. Time is of the essence and Contractor shall perform the services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.

26. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless District from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

27. Force Majeure. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.

28. Failure to Perform. As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both Parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.

29. Dispute Resolution.

Negotiation. Any dispute that Contractor may have regarding the performance of this Contract, including, but not limited to, claims for additional compensation, shall be submitted to District within 30 days of its occurrence. District and Contractor shall attempt to negotiate a resolution of such dispute and process an amendment to this Contract to implement the terms of such resolution.

Mediation. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be resolved through direct discussions, the Parties agree to first endeavor to resolve the dispute in an amicable manner by non-binding mediation under the applicable rules of the Judicial Arbitration and Mediation Service (JAMS), or other similar organization mutually selected by the Parties. If any unresolved controversy or claim arising out of or

relating to this Contract, or breach thereof, remains after mediation, the matter shall be determined in a court of law of proper jurisdiction in the District's place of venue.

If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal quota of the expenses of the mediator.

A party that refuses to participate in mediation or refuses to participate in the selection of a mediator cannot file a legal action. The non-refusing party shall be permitted to file a legal action immediately upon the other party's refusal to participate in mediation or the selection of a mediator.

30. Amendments. This Agreement may be amended only by written instrument signed by both District and Contractor which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

32. Certification Regarding Debarment, Suspension or Other Ineligibility. (Applicable to all agreements funded in part or whole with federal funds).

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility;

34. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).

35. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____

Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor for Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY:

Signature of Authorized Person

Print Name: Marilu Benedetti

Print Title: Financial Administrator

Date: 7/1/2019

Exhibit A

Scope of Work and Detailed Schedule of Payment.

The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof.

DESCRIPTION:

Marilu Benedetti of Voices For All, Inc. will provide services or activities as described, outlined, and at the times, dates and locations specified in the approved course proposals. The contractor agrees to provide experienced instructors, experts in their field, to teach courses and seminars. Topic covered: Introduction to Voiceovers. The contractor can submit proposals for new courses and seminars at any time. New proposals will be subject to review and board approval. All new courses must be board approved prior to scheduling and advertising.

PAY RATE:

A 6% administrative fee will be deducted from the gross income prior to the standard split of 60/40, with 40% of the net income payable to the contractor, upon completion of instruction for which this Agreement is executed. (Note: Additional services that are subject to fees, i.e. special flyers, direct mailing, postage, administering of tests, etc., may be deducted when appropriate.) The District will issue the Contractor an Internal Revenue Service Form 1099 for all monies paid over \$600 to them from the District. The Contractor is responsible for their own taxes.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**Santiago Canyon College
Community Services Program**

To:	Board of Trustees	Date: July 15, 2019
Re:	Approval of Professional Services Agreement between CPR4LIVINGLIFE and RSCCD on behalf of Santiago Canyon College Community Services Program	
Action:	Request for Approval	

BACKGROUND

Santiago Canyon College (SCC) maintains a comprehensive educational Community Services Program that supports RSCCD’s vision of “providing comprehensive educational opportunities” and responds to the diverse needs of the community. As such, Santiago Canyon College’s Community Services Program offers various educational and personal growth opportunities to the community through various courses and travel tours. The program and courses offered are fee-based, non-apportionment, and provide another option for lifelong learning to community members.

ANALYSIS

This agreement will allow Santiago Canyon College Community Services Program to schedule educational, recreational and personal enrichment classes and workshops with the contractor, CPR4LIVINGLIFE, to both children and adults, on an as needed basis to meet community needs. The term of this agreement will be effective from the day of execution of the agreement through June 30, 2024.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Professional Service Agreement between CPR4LIVINGLIFE and RSCCD on behalf of Santiago Canyon College Community Services Program.

Fiscal Impact:	\$4,000 - \$5,000 of revenue per fiscal year	Board Date:	July 15, 2019
Prepared by:	Jose Vargas, Vice President, Continuing Education		
Submitted by:	John C. Hernandez, Ph.D., President, Santiago Canyon College		
Recommended by:	Marvin Martinez, Chancellor		



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706 and, CPR4LIVINGLIFE, having its principal business address located at 35440 Meadow Park Circle, Wildomar, CA 92595 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

District and Contractor are also referred to collectively as the “Parties” and individually as “Party.”

WHEREAS, District is authorized to contract with persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, administrative, or other related matters; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor represents that it is specially trained, experienced, properly certified/licensed and competent to perform the services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of the Recitals and mutual covenants provided in this Contract, District and Contractor agree as follows:

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.

2. Term. This Agreement shall commence once fully executed by both parties and shall continue in full force and effect thereafter until and including June 30, 2024, unless this Agreement is terminated during the Term pursuant to this Agreement.

3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
- A. Mutual: District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - B. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date.
 - C. Breach: Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
 - D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for bankruptcyTermination.
 - E. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages
 - F. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
 - G. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor’s noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.
4. Payment.
- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor’s performance of the Work under this Agreement, a total amount not to exceed \$15,000 Dollars) (“Contract Amount”). Additional details are specified in **Exhibit A**.
 - B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District’s obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
 - C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District’s Purchase Order number, and Contractor’s Taxpayer Identification Number. Invoices shall be paid on a “net 30-day basis” for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.

- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

5. Independent Contractor. By its signature on this Contract, Contractor acknowledges and agrees that the Services to be performed under this Contract are those of an independent contractor, and that Contractor is solely responsible for the Services and any other work performed as a result of this Contract. Contractor represents and warrants that Contractor, its subcontractors, and their employees, and agents are not officers, agents, or employees of District. Contractor acknowledges and agrees any personnel performing the Services under this Contract shall at all times be under Contractor's exclusive direction and control, and that Contractor is solely responsible for payment of all compensation, wages, salaries, benefits, and other amounts due to such personnel. Contractor further acknowledges and agrees that Contractor shall be solely responsible for all federal, state, and local taxes and any and all fees applicable to any Services performed under this Contract, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

6. Use of Subcontractors. Contractor shall not delegate, by contract, agreement or otherwise, any services or tasks required under this Contract to any other person or entity without the express written permission of District by executed addendum. Consent to any subcontract may be withheld by District at its sole and unrestricted discretion. District shall not be obligated to pay for any services or work performed by an unauthorized person or entity. Contractor shall at all times during the term of this agreement remain fully and independently responsible and liable to District for the full and complete performance of the terms and conditions of this Contract. Contractor shall be responsible for ensuring that all subcontractors independently satisfy all of the requirements of Contractor under this Contract, including but not limited to the insurance and indemnification provisions of this Contract, unless otherwise agreed in writing by the District. Prior to performance of Services by any subcontractor, the subcontractor shall provide District with evidence of all insurance, certificates, forms, and licenses required by this Contract.

7. Trademark/Logo Use. Contractor must obtain written approval from the District to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, the

District will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

- a. To the fullest extent allowed by law, Contractor shall defend, indemnify and hold District, its officials, trustees, officers, agents, employees, volunteers, and representatives ("Indemnitees") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) Contractor or any subcontractor's failure to fully comply with or breach of any of the terms and conditions of this Contract, or 2) any acts, omissions, negligence or willful misconduct of Contractor, any subcontractor, and their officials, officers, employees, and agents arising out of or in connection with the performance of Services or otherwise arising from this Contract ("Indemnification").
- b. Contractor's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses. The only limitations on this provision shall be those imposed by Civil Code § 2782, as may be applicable, or other applicable provisions of law.
- c. Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnitees, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnitees, notwithstanding whether liability is, can be or has yet been established.

10. Insurance Requirements. Contractor (and all subcontractors) agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverage from an admitted carrier in the State of California with an AM Best Rating of A-VII or higher:

- a. Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) aggregate and must include coverage for property damage,

bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent contractor's liability, written on an "occurrence" form;

- b. Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000).
- c. Workers' Compensation insurance. This coverage is required unless Contractor provides written verification it has no employees. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Contractor must also maintain Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. as required by statutory insurance requirement of the State of California;

Other Insurance Requirements

- Contractor agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.
- Contractor's Insurance to be Primary. Any insurance or self-insurance maintained by the District, its board of trustees, officials, employees, volunteers, and agents shall be excess of the Contractor's insurance and shall not contribute with it.
- Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. All certificates must be delivered before Work is to commence. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.
- Waiver of Subrogation. Contractor hereby grants to District, its board of trustees, employees, volunteers, and agents a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.
- An Umbrella Liability policy (or Excess Liability) may be used to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits to meet District's minimum coverage requirements provided all requirements set forth herein are fully satisfied with respect to such policy.
- If Contractor maintains broader coverage and/or higher limits than the minimums required herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

11. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

12. Compliance with Applicable Laws. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

13. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Work pursuant to this Agreement.

14. Professional Practices. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

16. Entire Agreement/Amendment. When signed by both Parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the Parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

17. Non-Discrimination. Contractor represents that it is an equal opportunity employer and acknowledges that it shall not subject any person to unlawful discrimination based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, or political affiliation in programs, activities, services, benefits, or employment in connection with this Contract. Contractor agrees not to discriminate on any of these bases in its employment or personnel policies, including but not limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

18. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

District: Rancho Santiago Community College District
Attn: Peter J. Hardash, VC of Business/Fiscal Operations
2323 N. Broadway, Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)
Rancho Santiago Community College District

Santiago Canyon College Community Services Program
8045 East Chapman Ave., U-83, Orange, CA 92869

Contractor CPR4LIVINGLIFE/ Joe Mendivil
35440 Meadow Park Circle, Wildomar, CA 92595

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Exhibits. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.

22. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

23. Conflict of Interest. Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.

24. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.

25. Time is of the Essence. Time is of the essence and Contractor shall perform the services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.

26. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless District from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

27. Force Majeure. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.

28. Failure to Perform. As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both Parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.

29. Dispute Resolution.

Negotiation. Any dispute that Contractor may have regarding the performance of this Contract, including, but not limited to, claims for additional compensation, shall be submitted to District within 30 days of its occurrence. District and Contractor shall attempt to negotiate a resolution of such dispute and process an amendment to this Contract to implement the terms of such resolution.

Mediation. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be resolved through direct discussions, the Parties agree to first endeavor to resolve the dispute in an amicable manner by non-binding mediation under the applicable rules of the Judicial Arbitration and Mediation Service (JAMS), or other similar organization mutually selected by the Parties. If any unresolved controversy or claim arising out of or

relating to this Contract, or breach thereof, remains after mediation, the matter shall be determined in a court of law of proper jurisdiction in the District's place of venue.

If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal quota of the expenses of the mediator.

A party that refuses to participate in mediation or refuses to participate in the selection of a mediator cannot file a legal action. The non-refusing party shall be permitted to file a legal action immediately upon the other party's refusal to participate in mediation or the selection of a mediator.

30. Amendments. This Agreement may be amended only by written instrument signed by both District and Contractor which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

32. Certification Regarding Debarment, Suspension or Other Ineligibility. (Applicable to all agreements funded in part or whole with federal funds).

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility;

34. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).

35. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____

Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor for Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY:

Signature of Authorized Person

Print Name: Joe Mendivil

Print Title: Owner

Date: 7/1/2019

Exhibit A

Scope of Work and Detailed Schedule of Payment.

The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof.

DESCRIPTION:

Joe Mendivil of CPR4LIVINGLIFE will provide services or activities as described, outlined, and at the times, dates and locations specified in the approved course proposals. The contractor agrees to provide experienced instructors, experts in their field, to teach courses and seminars. Topic covered: BLS/CPR FOR HEALTHCARE PROFESSIONALS. The contractor can submit proposals for new courses and seminars at any time. New proposals will be subject to review and board approval. All new courses must be board approved prior to scheduling and advertising.

PAY RATE:

The contractor will be paid a rate of \$35.00 per student, upon completion of instruction for which this Agreement is executed. (Note: Additional services that are subject to fees, i.e. special flyers, direct mailing, postage, administering of tests, etc., may be deducted when appropriate.) The District will issue the Contractor an Internal Revenue Service Form 1099 for all monies paid over \$600 to them from the District. The Contractor is responsible for their own taxes.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**Santiago Canyon College
Community Services Program**

To:	Board of Trustees	Date: July 15, 2019
Re:	Approval of Professional Services Agreement between MSNOC INC, Mad Science of North Orange County and RSCCD on behalf of Santiago Canyon College Community Services Program	
Action:	Request for Approval	

BACKGROUND

Santiago Canyon College (SCC) maintains a comprehensive educational Community Services Program that supports RSCCD’s vision of “providing comprehensive educational opportunities” and responds to the diverse needs of the community. As such, Santiago Canyon College’s Community Services Program offers various educational and personal growth opportunities to the community through various courses and travel tours. The program and courses offered are fee-based, non-apportionment, and provide another option for lifelong learning to community members.

ANALYSIS

This agreement will allow Santiago Canyon College Community Services Program to schedule educational, recreational and personal enrichment classes and workshops with the contractor, MSNOC INC, Mad Science of North Orange County, to both children and adults, on an as needed basis to meet community needs. The term of this agreement will be effective from the day of execution of the agreement through June 30, 2024.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Professional Service Agreement between MSNOC INC, Mad Science of North Orange County, and RSCCD on behalf of Santiago Canyon College Community Services Program.

Fiscal Impact:	\$4,000 - \$5,000 of revenue per fiscal year	Board Date:	July 15, 2019
Prepared by:	Jose Vargas, Vice President, Continuing Education		
Submitted by:	John C. Hernandez, Ph.D., President, Santiago Canyon College		
Recommended by:	Marvin Martinez, Chancellor		



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706 and, MSNOC INC, Mad Science of North Orange County, having its principal business address located at 10302 Randall St., Orange, CA 92869 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

District and Contractor are also referred to collectively as the “Parties” and individually as “Party.”

WHEREAS, District is authorized to contract with persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, administrative, or other related matters; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor represents that it is specially trained, experienced, properly certified/licensed and competent to perform the services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of the Recitals and mutual covenants provided in this Contract, District and Contractor agree as follows:

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.

2. Term. This Agreement shall commence once fully executed by both parties and shall continue in full force and effect thereafter until and including June 30, 2024, unless this Agreement is terminated during the Term pursuant to this Agreement.

3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
- A. Mutual: District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - B. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date.
 - C. Breach: Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
 - D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for bankruptcyTermination.
 - E. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages
 - F. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
 - G. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor’s noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.
4. Payment.
- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor’s performance of the Work under this Agreement, a total amount not to exceed \$15,000 Dollars) (“Contract Amount”). Additional details are specified in **Exhibit A**.
 - B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District’s obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
 - C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District’s Purchase Order number, and Contractor’s Taxpayer Identification Number. Invoices shall be paid on a “net 30-day basis” for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.

- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

5. Independent Contractor. By its signature on this Contract, Contractor acknowledges and agrees that the Services to be performed under this Contract are those of an independent contractor, and that Contractor is solely responsible for the Services and any other work performed as a result of this Contract. Contractor represents and warrants that Contractor, its subcontractors, and their employees, and agents are not officers, agents, or employees of District. Contractor acknowledges and agrees any personnel performing the Services under this Contract shall at all times be under Contractor's exclusive direction and control, and that Contractor is solely responsible for payment of all compensation, wages, salaries, benefits, and other amounts due to such personnel. Contractor further acknowledges and agrees that Contractor shall be solely responsible for all federal, state, and local taxes and any and all fees applicable to any Services performed under this Contract, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

6. Use of Subcontractors. Contractor shall not delegate, by contract, agreement or otherwise, any services or tasks required under this Contract to any other person or entity without the express written permission of District by executed addendum. Consent to any subcontract may be withheld by District at its sole and unrestricted discretion. District shall not be obligated to pay for any services or work performed by an unauthorized person or entity. Contractor shall at all times during the term of this agreement remain fully and independently responsible and liable to District for the full and complete performance of the terms and conditions of this Contract. Contractor shall be responsible for ensuring that all subcontractors independently satisfy all of the requirements of Contractor under this Contract, including but not limited to the insurance and indemnification provisions of this Contract, unless otherwise agreed in writing by the District. Prior to performance of Services by any subcontractor, the subcontractor shall provide District with evidence of all insurance, certificates, forms, and licenses required by this Contract.

7. Trademark/Logo Use. Contractor must obtain written approval from the District to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, the

District will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

- a. To the fullest extent allowed by law, Contractor shall defend, indemnify and hold District, its officials, trustees, officers, agents, employees, volunteers, and representatives ("Indemnitees") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) Contractor or any subcontractor's failure to fully comply with or breach of any of the terms and conditions of this Contract, or 2) any acts, omissions, negligence or willful misconduct of Contractor, any subcontractor, and their officials, officers, employees, and agents arising out of or in connection with the performance of Services or otherwise arising from this Contract ("Indemnification").
- b. Contractor's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses. The only limitations on this provision shall be those imposed by Civil Code § 2782, as may be applicable, or other applicable provisions of law.
- c. Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnitees, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnitees, notwithstanding whether liability is, can be or has yet been established.

10. Insurance Requirements. Contractor (and all subcontractors) agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverage from an admitted carrier in the State of California with an AM Best Rating of A-VII or higher:

- a. Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) aggregate and must include coverage for property damage,

bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent contractor's liability, written on an "occurrence" form;

- b. Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000).
- c. Workers' Compensation insurance. This coverage is required unless Contractor provides written verification it has no employees. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Contractor must also maintain Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. as required by statutory insurance requirement of the State of California;

Other Insurance Requirements

- Contractor agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.
- Contractor's Insurance to be Primary. Any insurance or self-insurance maintained by the District, its board of trustees, officials, employees, volunteers, and agents shall be excess of the Contractor's insurance and shall not contribute with it.
- Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. All certificates must be delivered before Work is to commence. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.
- Waiver of Subrogation. Contractor hereby grants to District, its board of trustees, employees, volunteers, and agents a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.
- An Umbrella Liability policy (or Excess Liability) may be used to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits to meet District's minimum coverage requirements provided all requirements set forth herein are fully satisfied with respect to such policy.
- If Contractor maintains broader coverage and/or higher limits than the minimums required herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

11. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

12. Compliance with Applicable Laws. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

13. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Work pursuant to this Agreement.

14. Professional Practices. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

16. Entire Agreement/Amendment. When signed by both Parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the Parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

17. Non-Discrimination. Contractor represents that it is an equal opportunity employer and acknowledges that it shall not subject any person to unlawful discrimination based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, or political affiliation in programs, activities, services, benefits, or employment in connection with this Contract. Contractor agrees not to discriminate on any of these bases in its employment or personnel policies, including but not limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

18. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

District: Rancho Santiago Community College District
Attn: Peter J. Hardash, VC of Business/Fiscal Operations
2323 N. Broadway, Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)
Rancho Santiago Community College District

Santiago Canyon College Community Services Program
8045 East Chapman Ave., U-83, Orange, CA 92869

Contractor MSNOC INC/Jacquelyn Crawford
10302 Randall St, Orange, CA 92869

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Exhibits. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.

22. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

23. Conflict of Interest. Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.

24. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.

25. Time is of the Essence. Time is of the essence and Contractor shall perform the services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.

26. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless District from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

27. Force Majeure. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.

28. Failure to Perform. As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both Parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.

29. Dispute Resolution.

Negotiation. Any dispute that Contractor may have regarding the performance of this Contract, including, but not limited to, claims for additional compensation, shall be submitted to District within 30 days of its occurrence. District and Contractor shall attempt to negotiate a resolution of such dispute and process an amendment to this Contract to implement the terms of such resolution.

Mediation. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be resolved through direct discussions, the Parties agree to first endeavor to resolve the dispute in an amicable manner by non-binding mediation under the applicable rules of the Judicial Arbitration and Mediation Service (JAMS), or other similar organization mutually selected by the Parties. If any unresolved controversy or claim arising out of or

relating to this Contract, or breach thereof, remains after mediation, the matter shall be determined in a court of law of proper jurisdiction in the District's place of venue.

If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal quota of the expenses of the mediator.

A party that refuses to participate in mediation or refuses to participate in the selection of a mediator cannot file a legal action. The non-refusing party shall be permitted to file a legal action immediately upon the other party's refusal to participate in mediation or the selection of a mediator.

30. Amendments. This Agreement may be amended only by written instrument signed by both District and Contractor which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

32. Certification Regarding Debarment, Suspension or Other Ineligibility. (Applicable to all agreements funded in part or whole with federal funds).

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility;

34. Gift Ban Policy. The District has a Gift Ban Policy (BP 3821) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's website.

35. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____

Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor for Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY:

Signature of Authorized Person

Print Name: Jacquelyn Crawford

Print Title: Owner

Date: 7/1/2019

Exhibit A

Scope of Work and Detailed Schedule of Payment.

The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof.

DESCRIPTION:

Jacquelyn Crawford of MSNOC INC, Mad Science of North Orange County, will provide services or activities as described, outlined, and at the times, dates and locations specified in the approved course proposals. The contractor agrees to provide experienced instructors, experts in their field, to teach courses and seminars. Topics covered: Robots 101, Fizz-ical Chemworks, Nasa Space Explorers, Little Green Thumbs and Digging up the Past. The contractor can submit proposals for new courses and seminars at any time. New proposals will be subject to review and board approval. All new courses must be board approved prior to scheduling and advertising.

PAY RATE:

The contractor will be paid a rate of \$99.00 per student, upon completion of instruction for which this Agreement is executed. (Note: Additional services that are subject to fees, i.e. special flyers, direct mailing, postage, administering of tests, etc., may be deducted when appropriate.) The District will issue the Contractor an Internal Revenue Service Form 1099 for all monies paid over \$600 to them from the District. The Contractor is responsible for their own taxes.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santiago Canyon College
Community Services Program**

To:	Board of Trustees	Date: July 15, 2019
Re:	Approval of Professional Services Agreement between Pinnacle Financial Resources and RSCCD on behalf of Santiago Canyon College Community Services Program	
Action:	Request for Approval	

BACKGROUND

Santiago Canyon College (SCC) maintains a comprehensive educational Community Services Program that supports RSCCD's vision of "providing comprehensive educational opportunities" and responds to the diverse needs of the community. As such, Santiago Canyon College's Community Services Program offers various educational and personal growth opportunities to the community through various courses and travel tours. The program and courses offered are fee-based, non-apportionment, and provide another option for lifelong learning to community members.

ANALYSIS

This agreement will allow Santiago Canyon College Community Services Program to schedule educational, recreational and personal enrichment classes and workshops with the contractor, Pinnacle Financial Resources, to adults on an as needed basis to meet community needs. The term of this agreement will be effective from the day of execution of the agreement through June 30, 2024.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Professional Service Agreement between Pinnacle Financial Resources and RSCCD on behalf of Santiago Canyon College Community Services Program.

Fiscal Impact: \$4,000 - \$5,000 of revenue per fiscal year	Board Date: July 15, 2019
Prepared by:	Jose Vargas, Vice President, Continuing Education
Submitted by:	John C. Hernandez, Ph.D., President, Santiago Canyon College
Recommended by:	Marvin Martinez, Chancellor



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706 and, Pinnacle Financial Resources having its principal business address located at 2900 N Bristol St. #A-107, Costa Mesa, CA 92626, hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

District and Contractor are also referred to collectively as the “Parties” and individually as “Party.”

WHEREAS, District is authorized to contract with persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, administrative, or other related matters; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor represents that it is specially trained, experienced, properly certified/licensed and competent to perform the services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of the Recitals and mutual covenants provided in this Contract, District and Contractor agree as follows:

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.

2. Term. This Agreement shall commence once fully executed by both parties and shall continue in full force and effect thereafter until and including June 30, 2024, unless this Agreement is terminated during the Term pursuant to this Agreement.

3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
- A. Mutual: District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - B. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date.
 - C. Breach: Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
 - D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for bankruptcyTermination.
 - E. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages
 - F. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
 - G. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor’s noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.
4. Payment.
- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor’s performance of the Work under this Agreement, a total amount not to exceed \$15,000 Dollars) (“Contract Amount”). Additional details are specified in **Exhibit A**.
 - B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District’s obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
 - C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District’s Purchase Order number, and Contractor’s Taxpayer Identification Number. Invoices shall be paid on a “net 30-day basis” for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.

- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

5. Independent Contractor. By its signature on this Contract, Contractor acknowledges and agrees that the Services to be performed under this Contract are those of an independent contractor, and that Contractor is solely responsible for the Services and any other work performed as a result of this Contract. Contractor represents and warrants that Contractor, its subcontractors, and their employees, and agents are not officers, agents, or employees of District. Contractor acknowledges and agrees any personnel performing the Services under this Contract shall at all times be under Contractor's exclusive direction and control, and that Contractor is solely responsible for payment of all compensation, wages, salaries, benefits, and other amounts due to such personnel. Contractor further acknowledges and agrees that Contractor shall be solely responsible for all federal, state, and local taxes and any and all fees applicable to any Services performed under this Contract, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

6. Use of Subcontractors. Contractor shall not delegate, by contract, agreement or otherwise, any services or tasks required under this Contract to any other person or entity without the express written permission of District by executed addendum. Consent to any subcontract may be withheld by District at its sole and unrestricted discretion. District shall not be obligated to pay for any services or work performed by an unauthorized person or entity. Contractor shall at all times during the term of this agreement remain fully and independently responsible and liable to District for the full and complete performance of the terms and conditions of this Contract. Contractor shall be responsible for ensuring that all subcontractors independently satisfy all of the requirements of Contractor under this Contract, including but not limited to the insurance and indemnification provisions of this Contract, unless otherwise agreed in writing by the District. Prior to performance of Services by any subcontractor, the subcontractor shall provide District with evidence of all insurance, certificates, forms, and licenses required by this Contract.

7. Trademark/Logo Use. Contractor must obtain written approval from the District to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, the

District will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

- a. To the fullest extent allowed by law, Contractor shall defend, indemnify and hold District, its officials, trustees, officers, agents, employees, volunteers, and representatives ("Indemnitees") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) Contractor or any subcontractor's failure to fully comply with or breach of any of the terms and conditions of this Contract, or 2) any acts, omissions, negligence or willful misconduct of Contractor, any subcontractor, and their officials, officers, employees, and agents arising out of or in connection with the performance of Services or otherwise arising from this Contract ("Indemnification").
- b. Contractor's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses. The only limitations on this provision shall be those imposed by Civil Code § 2782, as may be applicable, or other applicable provisions of law.
- c. Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnitees, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnitees, notwithstanding whether liability is, can be or has yet been established.

10. Insurance Requirements. Contractor (and all subcontractors) agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverage from an admitted carrier in the State of California with an AM Best Rating of A-VII or higher:

- a. Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) aggregate and must include coverage for property damage,

bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent contractor's liability, written on an "occurrence" form;

- b. Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000).
- c. Workers' Compensation insurance. This coverage is required unless Contractor provides written verification it has no employees. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Contractor must also maintain Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. as required by statutory insurance requirement of the State of California;

Other Insurance Requirements

- Contractor agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.
- Contractor's Insurance to be Primary. Any insurance or self-insurance maintained by the District, its board of trustees, officials, employees, volunteers, and agents shall be excess of the Contractor's insurance and shall not contribute with it.
- Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. All certificates must be delivered before Work is to commence. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.
- Waiver of Subrogation. Contractor hereby grants to District, its board of trustees, employees, volunteers, and agents a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.
- An Umbrella Liability policy (or Excess Liability) may be used to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits to meet District's minimum coverage requirements provided all requirements set forth herein are fully satisfied with respect to such policy.
- If Contractor maintains broader coverage and/or higher limits than the minimums required herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

11. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

12. Compliance with Applicable Laws. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

13. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Work pursuant to this Agreement.

14. Professional Practices. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

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17. Non-Discrimination. Contractor represents that it is an equal opportunity employer and acknowledges that it shall not subject any person to unlawful discrimination based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, or political affiliation in programs, activities, services, benefits, or employment in connection with this Contract. Contractor agrees not to discriminate on any of these bases in its employment or personnel policies, including but not limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

18. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

District: Rancho Santiago Community College District
Attn: Peter J. Hardash, VC of Business/Fiscal Operations
2323 N. Broadway, Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)
Rancho Santiago Community College District

Santiago Canyon College Community Services Program
8045 East Chapman Ave., U-83, Orange, CA 92869

Contractor Pinnacle Financial Resources/Charles Muñoz
2900 N Bristol St. #A-107, Costa Mesa, CA 92626

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Exhibits. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.

22. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

23. Conflict of Interest. Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.

24. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.

25. Time is of the Essence. Time is of the essence and Contractor shall perform the services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.

26. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless District from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

27. Force Majeure. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.

28. Failure to Perform. As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both Parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.

29. Dispute Resolution.

Negotiation. Any dispute that Contractor may have regarding the performance of this Contract, including, but not limited to, claims for additional compensation, shall be submitted to District within 30 days of its occurrence. District and Contractor shall attempt to negotiate a resolution of such dispute and process an amendment to this Contract to implement the terms of such resolution.

Mediation. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be resolved through direct discussions, the Parties agree to first endeavor to resolve the dispute in an amicable manner by non-binding mediation under the applicable rules of the Judicial Arbitration and Mediation Service (JAMS), or other similar organization mutually selected by the Parties. If any unresolved controversy or claim arising out of or

relating to this Contract, or breach thereof, remains after mediation, the matter shall be determined in a court of law of proper jurisdiction in the District's place of venue.

If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal quota of the expenses of the mediator.

A party that refuses to participate in mediation or refuses to participate in the selection of a mediator cannot file a legal action. The non-refusing party shall be permitted to file a legal action immediately upon the other party's refusal to participate in mediation or the selection of a mediator.

30. Amendments. This Agreement may be amended only by written instrument signed by both District and Contractor which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

32. Certification Regarding Debarment, Suspension or Other Ineligibility. (Applicable to all agreements funded in part or whole with federal funds).

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility;

34. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).

35. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____

Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor for Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY:

Signature of Authorized Person

Print Name: Charles Muñoz

Print Title: Owner

Date: 7/1/2019

Exhibit A

Scope of Work and Detailed Schedule of Payment.

The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof.

DESCRIPTION:

Charles Muñoz of Pinnacle Financial Resources will provide services or activities as described, outlined, and at the times, dates and locations specified in the approved course proposals. The contractor agrees to provide experienced instructors, experts in their field, to teach courses and seminars. Topics covered; Modern Retirement, Retirement Planning, Your Way, the Right Way, and Savvy Social Security Planning. The contractor can submit proposals for new courses and seminars at any time. New proposals will be subject to review and board approval. All new courses must be board approved prior to scheduling and advertising.

PAY RATE:

A 6% administrative fee will be deducted from the gross income prior to the standard split of 60/40, with 40% of the net income payable to the contractor, upon completion of instruction for which this Agreement is executed. (Note: Additional services that are subject to fees, i.e. special flyers, direct mailing, postage, administering of tests, etc., may be deducted when appropriate.) The District will issue the Contractor an Internal Revenue Service Form 1099 for all monies paid over \$600 to them from the District. The Contractor is responsible for their own taxes.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**Santiago Canyon College
Community Services Program**

To:	Board of Trustees	Date: July 15, 2019
Re:	Approval of Professional Services Agreement between Pure Financial Advisors Inc. and RSCCD on behalf of Santiago Canyon College Community Services Program	
Action:	Request for Approval	

BACKGROUND

Santiago Canyon College (SCC) maintains a comprehensive educational Community Services Program that supports RSCCD’s vision of “providing comprehensive educational opportunities” and responds to the diverse needs of the community. As such, Santiago Canyon College’s Community Services Program offers various educational and personal growth opportunities to the community through various courses and travel tours. The program and courses offered are fee-based, non-apportionment, and provide another option for lifelong learning to community members.

ANALYSIS

This agreement will allow Santiago Canyon College Community Services Program to schedule educational, recreational and personal enrichment classes and workshops with the contractor, Pure Financial Advisors Inc., to adults on an as needed basis to meet community needs. The term of this agreement will be effective from the day of execution of the agreement through June 30, 2024.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Professional Service Agreement between Pure Financial Advisors Inc. and RSCCD on behalf of Santiago Canyon College Community Services Program.

Fiscal Impact: \$4,000 - \$5,000 of revenue per fiscal year	Board Date: July 15, 2019
Prepared by:	Jose Vargas, Vice President, Continuing Education
Submitted by:	John C. Hernandez, Ph.D., President, Santiago Canyon College
Recommended by:	Marvin Martinez, Chancellor



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706 and, Pure Financial Advisors Inc., having its principal business address located at 3131 Camino del Rio N. Ste, 550, San Diego, CA 92108 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

District and Contractor are also referred to collectively as the “Parties” and individually as “Party.”

WHEREAS, District is authorized to contract with persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, administrative, or other related matters; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor represents that it is specially trained, experienced, properly certified/licensed and competent to perform the services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of the Recitals and mutual covenants provided in this Contract, District and Contractor agree as follows:

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.

2. Term. This Agreement shall commence once fully executed by both parties and shall continue in full force and effect thereafter until and including June 30, 2024, unless this Agreement is terminated during the Term pursuant to this Agreement.

3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
- A. Mutual: District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - B. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date.
 - C. Breach: Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
 - D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for bankruptcyTermination.
 - E. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages
 - F. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
 - G. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor’s noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.
4. Payment.
- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor’s performance of the Work under this Agreement, a total amount not to exceed \$15,000 Dollars) (“Contract Amount”). Additional details are specified in **Exhibit A**.
 - B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District’s obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
 - C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District’s Purchase Order number, and Contractor’s Taxpayer Identification Number. Invoices shall be paid on a “net 30-day basis” for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.

- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

5. Independent Contractor. By its signature on this Contract, Contractor acknowledges and agrees that the Services to be performed under this Contract are those of an independent contractor, and that Contractor is solely responsible for the Services and any other work performed as a result of this Contract. Contractor represents and warrants that Contractor, its subcontractors, and their employees, and agents are not officers, agents, or employees of District. Contractor acknowledges and agrees any personnel performing the Services under this Contract shall at all times be under Contractor's exclusive direction and control, and that Contractor is solely responsible for payment of all compensation, wages, salaries, benefits, and other amounts due to such personnel. Contractor further acknowledges and agrees that Contractor shall be solely responsible for all federal, state, and local taxes and any and all fees applicable to any Services performed under this Contract, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

6. Use of Subcontractors. Contractor shall not delegate, by contract, agreement or otherwise, any services or tasks required under this Contract to any other person or entity without the express written permission of District by executed addendum. Consent to any subcontract may be withheld by District at its sole and unrestricted discretion. District shall not be obligated to pay for any services or work performed by an unauthorized person or entity. Contractor shall at all times during the term of this agreement remain fully and independently responsible and liable to District for the full and complete performance of the terms and conditions of this Contract. Contractor shall be responsible for ensuring that all subcontractors independently satisfy all of the requirements of Contractor under this Contract, including but not limited to the insurance and indemnification provisions of this Contract, unless otherwise agreed in writing by the District. Prior to performance of Services by any subcontractor, the subcontractor shall provide District with evidence of all insurance, certificates, forms, and licenses required by this Contract.

7. Trademark/Logo Use. Contractor must obtain written approval from the District to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, the

District will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

- a. To the fullest extent allowed by law, Contractor shall defend, indemnify and hold District, its officials, trustees, officers, agents, employees, volunteers, and representatives ("Indemnitees") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) Contractor or any subcontractor's failure to fully comply with or breach of any of the terms and conditions of this Contract, or 2) any acts, omissions, negligence or willful misconduct of Contractor, any subcontractor, and their officials, officers, employees, and agents arising out of or in connection with the performance of Services or otherwise arising from this Contract ("Indemnification").
- b. Contractor's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses. The only limitations on this provision shall be those imposed by Civil Code § 2782, as may be applicable, or other applicable provisions of law.
- c. Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnitees, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnitees, notwithstanding whether liability is, can be or has yet been established.

10. Insurance Requirements. Contractor (and all subcontractors) agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverage from an admitted carrier in the State of California with an AM Best Rating of A-VII or higher:

- a. Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) aggregate and must include coverage for property damage,

bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent contractor's liability, written on an "occurrence" form;

- b. Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000).
- c. Workers' Compensation insurance. This coverage is required unless Contractor provides written verification it has no employees. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Contractor must also maintain Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. as required by statutory insurance requirement of the State of California;

Other Insurance Requirements

- Contractor agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.
- Contractor's Insurance to be Primary. Any insurance or self-insurance maintained by the District, its board of trustees, officials, employees, volunteers, and agents shall be excess of the Contractor's insurance and shall not contribute with it.
- Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. All certificates must be delivered before Work is to commence. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.
- Waiver of Subrogation. Contractor hereby grants to District, its board of trustees, employees, volunteers, and agents a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.
- An Umbrella Liability policy (or Excess Liability) may be used to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits to meet District's minimum coverage requirements provided all requirements set forth herein are fully satisfied with respect to such policy.
- If Contractor maintains broader coverage and/or higher limits than the minimums required herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

11. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

12. Compliance with Applicable Laws. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

13. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Work pursuant to this Agreement.

14. Professional Practices. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

16. Entire Agreement/Amendment. When signed by both Parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the Parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

17. Non-Discrimination. Contractor represents that it is an equal opportunity employer and acknowledges that it shall not subject any person to unlawful discrimination based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, or political affiliation in programs, activities, services, benefits, or employment in connection with this Contract. Contractor agrees not to discriminate on any of these bases in its employment or personnel policies, including but not limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

18. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

District: Rancho Santiago Community College District
Attn: Peter J. Hardash, VC of Business/Fiscal Operations
2323 N. Broadway, Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)
Rancho Santiago Community College District

Santiago Canyon College Community Services Program
8045 East Chapman Ave., U-83, Orange, CA 92869

Contractor Pure Financial Advisors, Inc., /Paul Miller
3131 Camino Del Rio N. Ste., 550, San Diego, CA 92108

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Exhibits. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.

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23. Conflict of Interest. Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.

24. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.

25. Time is of the Essence. Time is of the essence and Contractor shall perform the services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.

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relating to this Contract, or breach thereof, remains after mediation, the matter shall be determined in a court of law of proper jurisdiction in the District's place of venue.

If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal quota of the expenses of the mediator.

A party that refuses to participate in mediation or refuses to participate in the selection of a mediator cannot file a legal action. The non-refusing party shall be permitted to file a legal action immediately upon the other party's refusal to participate in mediation or the selection of a mediator.

30. Amendments. This Agreement may be amended only by written instrument signed by both District and Contractor which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

32. Certification Regarding Debarment, Suspension or Other Ineligibility. (Applicable to all agreements funded in part or whole with federal funds).

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility;

34. Gift Ban Policy. The District has a Gift Ban Policy (BP 3821) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's website.

35. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____

Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor for Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY:

Signature of Authorized Person

Print Name: Paul Miller

Print Title: COO

Date: 7/1/2019

Exhibit A

Scope of Work and Detailed Schedule of Payment.

The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof.

DESCRIPTION:

Paul Miller of Pure Financial Advisors, Inc. will provide services or activities as described, outlined, and at the times, dates and locations specified in the approved course proposals. The contractor agrees to provide experienced instructors, experts in their field, to teach courses and seminars; Topics covered- Retirement Planning. The contractor can submit proposals for new courses and seminars at any time. New proposals will be subject to review and board approval. All new courses must be board approved prior to scheduling and advertising.

PAY RATE:

The contractor agrees to provide services free of charge. Invoices will not be submitted upon completion of instruction for which this Agreement is executed. (Note: Additional services that are subject to fees, i.e. special flyers, direct mailing, postage, administering of tests, etc., may be deducted when appropriate.) The District will issue the Contractor an Internal Revenue Service Form 1099 for all monies paid over \$600 to them from the District. The Contractor is responsible for their own taxes.

Checks Written for Period 06/05/19 Thru 06/28/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67255	General Fund Unrestricted	0.00	460.00	-460.00	92*0517996	92*0517996
67465	General Fund Unrestricted	5,927.07	0.00	5,927.07	92*0521414	92*0521457
67466	General Fund Unrestricted	19,435.30	1,695.00	17,740.30	92*0521458	92*0521533
67470	General Fund Unrestricted	24,860.52	0.00	24,860.52	92*0521552	92*0521580
67472	General Fund Unrestricted	12,891.81	0.00	12,891.81	92*0521618	92*0521636
67475	General Fund Unrestricted	747.98	0.00	747.98	92*0521667	92*0521667
67476	General Fund Unrestricted	13,303.76	0.00	13,303.76	92*0521680	92*0521722
67477	General Fund Unrestricted	35,857.09	0.00	35,857.09	92*0521724	92*0521760
67478	General Fund Unrestricted	17,603.78	0.00	17,603.78	92*0521767	92*0521798
67482	General Fund Unrestricted	6,144.68	0.00	6,144.68	92*0521816	92*0521836
67483	General Fund Unrestricted	645.38	0.00	645.38	92*0521862	92*0521884
67484	General Fund Unrestricted	1,465.00	0.00	1,465.00	92*0521886	92*0521886
67488	General Fund Unrestricted	10,450.83	0.00	10,450.83	92*0521905	92*0521944
67489	General Fund Unrestricted	2,273,722.84	0.00	2,273,722.84	92*0521945	92*0521972
67490	General Fund Unrestricted	460.00	0.00	460.00	92*0521977	92*0521977
67493	General Fund Unrestricted	51,257.23	0.00	51,257.23	92*0521989	92*0522026
67494	General Fund Unrestricted	37,503.94	0.00	37,503.94	92*0522027	92*0522052
67498	General Fund Unrestricted	56,463.26	0.00	56,463.26	92*0522060	92*0522064
67499	General Fund Unrestricted	6,970.24	0.00	6,970.24	92*0522067	92*0522096
67505	General Fund Unrestricted	23,572.49	0.00	23,572.49	92*0522108	92*0522144
67506	General Fund Unrestricted	393,158.14	0.00	393,158.14	92*0522150	92*0522178
67509	General Fund Unrestricted	7,270.91	0.00	7,270.91	92*0522188	92*0522203
67510	General Fund Unrestricted	266.00	0.00	266.00	92*0522206	92*0522206
67513	General Fund Unrestricted	708,950.36	0.00	708,950.36	92*0522216	92*0522256
67514	General Fund Unrestricted	204,415.89	45.53	204,370.36	92*0522257	92*0522308
67515	General Fund Unrestricted	18,557.47	0.00	18,557.47	92*0522309	92*0522334
67516	General Fund Unrestricted	450.00	0.00	450.00	92*0522336	92*0522336
67517	General Fund Unrestricted	900.00	0.00	900.00	92*0522337	92*0522338
67518	General Fund Unrestricted	35,460.20	0.00	35,460.20	92*0522340	92*0522374
67522	General Fund Unrestricted	64,216.10	0.00	64,216.10	92*0522389	92*0522429
67523	General Fund Unrestricted	110,845.97	0.00	110,845.97	92*0522430	92*0522457
67524	General Fund Unrestricted	19,873.13	0.00	19,873.13	92*0522467	92*0522510
67528	General Fund Unrestricted	167,758.61	0.00	167,758.61	92*0522554	92*0522596
67529	General Fund Unrestricted	152,254.66	0.00	152,254.66	92*0522597	92*0522633
67533	General Fund Unrestricted	24,872.08	0.00	24,872.08	92*0522667	92*0522696
67534	General Fund Unrestricted	179,313.36	0.00	179,313.36	92*0522698	92*0522716
67535	General Fund Unrestricted	848.40	0.00	848.40	92*0522719	92*0522728
67540	General Fund Unrestricted	66,546.45	0.00	66,546.45	92*0522744	92*0522781
67541	General Fund Unrestricted	75,549.19	0.00	75,549.19	92*0522785	92*0522814
67542	General Fund Unrestricted	15,685.07	0.00	15,685.07	92*0522820	92*0522856
67543	General Fund Unrestricted	1,675.35	0.00	1,675.35	92*0522858	92*0522858

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
	Total Fund 11 General Fund Unrestricted	<u>\$4,848,150.54</u>	<u>\$2,200.53</u>	<u>\$4,845,950.01</u>		

Checks Written for Period 06/05/19 Thru 06/28/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67149	General Fund Restricted	0.00	36.04	-36.04	92*0516586	92*0516586
67380	General Fund Restricted	0.00	175.00	-175.00	92*0520112	92*0520112
67393	General Fund Restricted	0.00	3,985.53	-3,985.53	92*0520297	92*0520297
67411	General Fund Restricted	0.00	200.00	-200.00	92*0520567	92*0520567
67422	General Fund Restricted	0.00	22.33	-22.33	92*0520673	92*0520673
67428	General Fund Restricted	0.00	300.00	-300.00	92*0520769	92*0520769
67455	General Fund Restricted	0.00	1,795.00	-1,795.00	92*0521164	92*0521164
67463	General Fund Restricted	0.00	99.00	-99.00	92*0521343	92*0521343
67470	General Fund Restricted	238,161.73	0.00	238,161.73	92*0521553	92*0521590
67471	General Fund Restricted	34,244.87	0.00	34,244.87	92*0521591	92*0521616
67472	General Fund Unrestricted	7,917.67	0.00	7,917.67	92*0521617	92*0521632
67475	General Fund Restricted	111,103.05	0.00	111,103.05	92*0521658	92*0521678
67476	General Fund Restricted	71,466.60	0.00	71,466.60	92*0521679	92*0521717
67477	General Fund Restricted	251,018.04	0.00	251,018.04	92*0521723	92*0521761
67478	General Fund Restricted	24,303.14	0.00	24,303.14	92*0521762	92*0521799
67482	General Fund Restricted	27,985.36	0.00	27,985.36	92*0521818	92*0521841
67483	General Fund Restricted	227,705.32	0.00	227,705.32	92*0521842	92*0521885
67488	General Fund Restricted	708,451.17	0.00	708,451.17	92*0521904	92*0521942
67489	General Fund Restricted	24,104.27	0.00	24,104.27	92*0521947	92*0521976
67492	General Fund Restricted	5,565.21	0.00	5,565.21	92*0521979	92*0521984
67493	General Fund Restricted	7,486.77	0.00	7,486.77	92*0521985	92*0522022
67494	General Fund Restricted	508,723.17	7,000.00	501,723.17	92*0522030	92*0522048
67496	General Fund Restricted	2,087.35	0.00	2,087.35	92*0522058	92*0522058
67498	General Fund Restricted	1,795.00	0.00	1,795.00	92*0522066	92*0522066
67499	General Fund Restricted	103,554.25	0.00	103,554.25	92*0522069	92*0522100
67505	General Fund Restricted	58,702.04	0.00	58,702.04	92*0522107	92*0522145
67506	General Fund Restricted	9,781.14	0.00	9,781.14	92*0522146	92*0522180
67509	General Fund Restricted	33,419.79	0.00	33,419.79	92*0522184	92*0522205
67513	General Fund Restricted	5,544.55	0.00	5,544.55	92*0522218	92*0522238
67514	General Fund Restricted	5,518.27	0.00	5,518.27	92*0522258	92*0522305
67515	General Fund Restricted	14,210.82	0.00	14,210.82	92*0522311	92*0522335
67517	General Fund Restricted	315.71	0.00	315.71	92*0522339	92*0522339
67522	General Fund Restricted	368,163.54	0.00	368,163.54	92*0522388	92*0522427
67523	General Fund Restricted	98,376.75	0.00	98,376.75	92*0522438	92*0522462
67524	General Fund Restricted	322,636.09	0.00	322,636.09	92*0522465	92*0522513
67528	General Fund Restricted	161,895.26	0.00	161,895.26	92*0522558	92*0522594
67529	General Fund Restricted	69,406.83	0.00	69,406.83	92*0522599	92*0522634
67533	General Fund Restricted	31,942.48	0.00	31,942.48	92*0522663	92*0522697
67534	General Fund Restricted	3,148.05	0.00	3,148.05	92*0522700	92*0522718
67540	General Fund Restricted	93,982.67	0.00	93,982.67	92*0522743	92*0522783
67541	General Fund Restricted	28,596.10	0.00	28,596.10	92*0522784	92*0522809

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67542	General Fund Restricted	1,449,617.92	0.00	1,449,617.92	92*0522815	92*0522857
Total Fund 12 General Fund Restricted		<u><u>\$5,110,930.98</u></u>	<u><u>\$13,612.90</u></u>	<u><u>\$5,097,318.08</u></u>		

Checks Written for Period 06/05/19 Thru 06/28/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67410	GF Unrestricted One-Time Func	0.00	2,000.00	-2,000.00	92*0520553	92*0520553
67461	GF Unrestricted One-Time Func	0.00	3,571.20	-3,571.20	92*0521259	92*0521259
67470	GF Unrestricted One-Time Func	50,001.18	0.00	50,001.18	92*0521554	92*0521581
67471	General Fund Restricted	7,841.14	0.00	7,841.14	92*0521602	92*0521602
67475	GF Unrestricted One-Time Func	67,475.59	0.00	67,475.59	92*0521659	92*0521676
67477	GF Unrestricted One-Time Func	856.96	0.00	856.96	92*0521745	92*0521754
67478	GF Unrestricted One-Time Func	7,775.24	0.00	7,775.24	92*0521786	92*0521786
67482	GF Unrestricted One-Time Func	24,416.29	0.00	24,416.29	92*0521821	92*0521840
67483	GF Unrestricted One-Time Func	646.28	0.00	646.28	92*0521871	92*0521873
67488	GF Unrestricted One-Time Func	106.36	0.00	106.36	92*0521911	92*0521911
67489	GF Unrestricted One-Time Func	5.68	0.00	5.68	92*0521967	92*0521967
67494	GF Unrestricted One-Time Func	8,703.57	0.00	8,703.57	92*0522032	92*0522051
67497	General Fund Unrestricted	4,550.00	0.00	4,550.00	92*0522059	92*0522059
67498	General Fund Unrestricted	605.02	0.00	605.02	92*0522065	92*0522065
67499	GF Unrestricted One-Time Func	2,021.42	0.00	2,021.42	92*0522071	92*0522093
67513	General Fund Unrestricted	3,495.36	0.00	3,495.36	92*0522227	92*0522227
67514	General Fund Unrestricted	13,072.98	0.00	13,072.98	92*0522262	92*0522285
67523	GF Unrestricted One-Time Func	22,601.43	22,516.43	85.00	92*0522448	92*0522450
67524	GF Unrestricted One-Time Func	11,641.90	0.00	11,641.90	92*0522463	92*0522496
67528	GF Unrestricted One-Time Func	16,713.72	0.00	16,713.72	92*0522560	92*0522595
67529	General Fund Restricted	17,613.99	0.00	17,613.99	92*0522620	92*0522625
67533	GF Unrestricted One-Time Func	1,520.73	0.00	1,520.73	92*0522676	92*0522691
67534	GF Unrestricted One-Time Func	245.15	0.00	245.15	92*0522702	92*0522702
67540	GF Unrestricted One-Time Func	464.11	0.00	464.11	92*0522749	92*0522754
67541	GF Unrestricted One-Time Func	32,922.16	0.00	32,922.16	92*0522787	92*0522793
67542	GF Unrestricted One-Time Func	29,339.89	0.00	29,339.89	92*0522846	92*0522849
Total Fund 13 GF Unrestricted One-Time		\$324,636.15	\$28,087.63	\$296,548.52		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67467	Child Development Fund	14,808.44	0.00	14,808.44	92*0521534	92*0521544
67473	Child Development Fund	12,407.26	0.00	12,407.26	92*0521637	92*0521655
67479	Child Development Fund	1,015.67	0.00	1,015.67	92*0521800	92*0521809
67485	Child Development Fund	7,702.64	0.00	7,702.64	92*0521887	92*0521900
67495	Child Development Fund	9,493.28	0.00	9,493.28	92*0522053	92*0522057
67500	Child Development Fund	565.22	0.00	565.22	92*0522101	92*0522101
67502	Child Development Fund	500.00	0.00	500.00	92*0522103	92*0522103
67511	Child Development Fund	1,585.87	0.00	1,585.87	92*0522207	92*0522214
67519	Child Development Fund	8,634.71	0.00	8,634.71	92*0522375	92*0522379
67525	Child Development Fund	5,013.97	0.00	5,013.97	92*0522514	92*0522524
67531	Child Development Fund	6,943.95	0.00	6,943.95	92*0522637	92*0522660
67536	Child Development Fund	17,692.53	0.00	17,692.53	92*0522729	92*0522738
Total Fund 33 Child Development Fund		\$86,363.54	\$0.00	\$86,363.54		

Checks Written for Period 06/05/19 Thru 06/28/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67468	Capital Outlay Projects Fund	9,404.32	0.00	9,404.32	92*0521545	92*0521548
67474	Capital Outlay Projects Fund	25,145.58	0.00	25,145.58	92*0521656	92*0521657
67480	Capital Outlay Projects Fund	48,555.02	0.00	48,555.02	92*0521810	92*0521814
67491	Capital Outlay Projects Fund	181,540.45	0.00	181,540.45	92*0521978	92*0521978
67501	Capital Outlay Projects Fund	3,871.01	0.00	3,871.01	92*0522102	92*0522102
67503	Capital Outlay Projects Fund	13,535.00	0.00	13,535.00	92*0522104	92*0522105
67520	Capital Outlay Projects Fund	8,960.67	0.00	8,960.67	92*0522380	92*0522384
67526	Capital Outlay Projects Fund	306,936.11	0.00	306,936.11	92*0522525	92*0522544
67530	Capital Outlay Projects Fund	3,675.00	0.00	3,675.00	92*0522635	92*0522636
67537	Capital Outlay Projects Fund	1,045.74	0.00	1,045.74	92*0522739	92*0522740
Total Fund 41 Capital Outlay Projects Fun		\$602,668.90	\$0.00	\$602,668.90		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67481	Bond Fund, Measure Q	5,700.00	0.00	5,700.00	92*0521815	92*0521815
67486	Bond Fund, Measure Q	2,842,730.97	0.00	2,842,730.97	92*0521901	92*0521902
67507	Bond Fund, Measure Q	101,548.60	0.00	101,548.60	92*0522181	92*0522182
67527	Bond Fund, Measure Q	210,113.96	0.00	210,113.96	92*0522545	92*0522553
67538	Bond Fund, Measure Q	3,080.30	0.00	3,080.30	92*0522741	92*0522741
Total Fund 43 Bond Fund, Measure Q		\$3,163,173.83	\$0.00	\$3,163,173.83		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67469	Property and Liability Fund	4,407.49	0.00	4,407.49	92*0521549	92*0521551
67504	Property and Liability Fund	1,792.50	0.00	1,792.50	92*0522106	92*0522106
67512	Property and Liability Fund	441.00	0.00	441.00	92*0522215	92*0522215
67521	Property and Liability Fund	14,863.94	0.00	14,863.94	92*0522385	92*0522387
67532	Property and Liability Fund	69.96	0.00	69.96	92*0522661	92*0522662
67539	Property and Liability Fund	4,000.65	0.00	4,000.65	92*0522742	92*0522742
Total Fund 61 Property and Liability Fund		<u>\$25,575.54</u>	<u>\$0.00</u>	<u>\$25,575.54</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67487	Student Financial Aid Fund	7,841.00	0.00	7,841.00	92*0521903	92*0521903
67508	Student Financial Aid Fund	27,258.00	0.00	27,258.00	92*0522183	92*0522183
Total Fund 74 Student Financial Aid Fund		\$35,099.00	\$0.00	\$35,099.00		

SUMMARY

Total Fund 11 General Fund Unrestricted	4,845,950.01
Total Fund 12 General Fund Restricted	5,097,318.08
Total Fund 13 GF Unrestricted One-Time Fund	296,548.52
Total Fund 33 Child Development Fund	86,363.54
Total Fund 41 Capital Outlay Projects Fund	602,668.90
Total Fund 43 Bond Fund, Measure Q	3,163,173.83
Total Fund 61 Property and Liability Fund	25,575.54
Total Fund 74 Student Financial Aid Fund	35,099.00
Grand Total:	<u><u>\$14,152,697.42</u></u>

Checks Written for Period 06/05/19 Thru 06/28/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1A1906208	SAC Diversified Agency Fund	11,746.03	0.00	11,746.03	1A*0001812	1A*0001838
1A1906422	SAC Diversified Agency Fund	11,987.06	0.00	11,987.06	1A*0001839	1A*0001872
1A1906528	SAC Diversified Agency Fund	3,874.37	0.00	3,874.37	1A*0001873	1A*0001882
Total 1A SAC Diversified Agency Fund		<u>\$27,607.46</u>	<u>\$0.00</u>	<u>\$27,607.46</u>		

Checks Written for Period 06/05/19 Thru 06/28/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1B1906208	SAC Bookstore Fund	14,231.24	0.00	14,231.24	1B*0001848	1B*0001858
1B1906315	SAC Bookstore Fund	23,482.60	0.00	23,482.60	1B*0001859	1B*0001868
1B1906422	SAC Bookstore Fund	1,081,199.61	524,517.63	556,681.98	1B*0001869	1B*0001887
1B1906528	SAC Bookstore Fund	79,397.42	0.00	79,397.42	1B*0001888	1B*0001909
Total 1B SAC Bookstore Fund		<u>\$1,198,310.87</u>	<u>\$524,517.63</u>	<u>\$673,793.24</u>		

Checks Written for Period 06/05/19 Thru 06/28/19

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
1C1906208	SAC Community Education Fund	2,582.05	0.00	2,582.05	1C*0001148	1C*0001150
1C1906422	SAC Community Education Fund	170,463.42	0.00	170,463.42	1C*0001151	1C*0001153
Total 1C SAC Community Education Fund		<u>\$173,045.47</u>	<u>\$0.00</u>	<u>\$173,045.47</u>		

Checks Written for Period 06/05/19 Thru 06/28/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1S1906208	SAC Associated Students Fund	600.99	0.00	600.99	1S*0001414	1S*0001414
1S1906422	SAC Associated Students Fund	41,633.65	5,474.79	36,158.86	1S*0001415	1S*0001479
1S1906528	SAC Associated Students Fund	816.28	0.00	816.28	1S*0001480	1S*0001483
Total 1S SAC Associated Students Fund		<u>\$43,050.92</u>	<u>\$5,474.79</u>	<u>\$37,576.13</u>		

Checks Written for Period 06/05/19 Thru 06/28/19

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
1T1906208	SAC Diversified Trust Fund	18,794.89	0.00	18,794.89	1T*0001518	1T*0001523
1T1906422	SAC Diversified Trust Fund	149,345.43	1,748.39	147,597.04	1T*0001524	1T*0001540
1T1906528	SAC Diversified Trust Fund	6,125.64	0.00	6,125.64	1T*0001541	1T*0001546
Total 1T SAC Diversified Trust Fund		<u><u>\$174,265.96</u></u>	<u><u>\$1,748.39</u></u>	<u><u>\$172,517.57</u></u>		

SUMMARY

Total Fund 1A SAC Diversified Agency Fund	27,607.46
Total Fund 1B SAC Bookstore Fund	673,793.24
Total Fund 1C SAC Community Education Fu	173,045.47
Total Fund 1S SAC Associated Students Fun	37,576.13
Total Fund 1T SAC Diversified Trust Fund	172,517.57
Grand Total:	<u><u>\$1,084,539.87</u></u>

Checks Written for Period 06/05/19 Thru 06/28/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2A1906315	SCC Diversified Agency Fund	3,819.18	0.00	3,819.18	2A*0001441	2A*0001445
2A1906422	SCC Diversified Agency Fund	6,552.44	0.00	6,552.44	2A*0001446	2A*0001464
2A1906528	SCC Diversified Agency Fund	3,398.96	0.00	3,398.96	2A*0001465	2A*0001472
Total 2A SCC Diversified Agency Fund		<u>\$13,770.58</u>	<u>\$0.00</u>	<u>\$13,770.58</u>		

Checks Written for Period 06/05/19 Thru 06/28/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2B1906208	SCC Bookstore Fund	3,879.65	0.00	3,879.65	2B*0001678	2B*0001680
2B1906315	SCC Bookstore Fund	17,049.95	1,021.89	16,028.06	2B*0001681	2B*0001695
2B1906422	SCC Bookstore Fund	33,372.19	0.00	33,372.19	2B*0001696	2B*0001715
2B1906528	SCC Bookstore Fund	981,943.87	0.00	981,943.87	2B*0001716	2B*0001726
Total 2B SCC Bookstore Fund		<u>\$1,036,245.66</u>	<u>\$1,021.89</u>	<u>\$1,035,223.77</u>		

Checks Written for Period 06/05/19 Thru 06/28/19

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
2C1906315	SCC Community Education Fund	1,870.06	0.00	1,870.06	2C*0001114	2C*0001117
2C1906422	SCC Community Education Fund	1,799.87	0.00	1,799.87	2C*0001118	2C*0001119
2C1906528	SCC Community Education Fund	284,664.57	0.00	284,664.57	2C*0001120	2C*0001120
Total 2C SCC Community Education Fund		<u>\$288,334.50</u>	<u>\$0.00</u>	<u>\$288,334.50</u>		

Checks Written for Period 06/05/19 Thru 06/28/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2S1906208	SCC Associated Students Fund	544.05	0.00	544.05	2S*0001292	2S*0001292
2S1906315	SCC Associated Students Fund	1,937.94	0.00	1,937.94	2S*0001293	2S*0001296
2S1906422	SCC Associated Students Fund	161.57	0.00	161.57	2S*0001297	2S*0001297
2S1906528	SCC Associated Students Fund	56,921.41	0.00	56,921.41	2S*0001298	2S*0001300
Total 2S SCC Associated Students Fund		\$59,564.97	\$0.00	\$59,564.97		

Checks Written for Period 06/05/19 Thru 06/28/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2T1906208	SCC Diversified Trust Fund	9,815.50	0.00	9,815.50	2T*0001253	2T*0001256
2T1906315	SCC Diversified Trust Fund	2,579.62	0.00	2,579.62	2T*0001257	2T*0001262
2T1906422	SCC Diversified Trust Fund	3,004.60	0.00	3,004.60	2T*0001263	2T*0001270
2T1906528	SCC Diversified Trust Fund	16,587.94	0.00	16,587.94	2T*0001271	2T*0001276
Total 2T SCC Diversified Trust Fund		<u>\$31,987.66</u>	<u>\$0.00</u>	<u>\$31,987.66</u>		

SUMMARY

Total Fund 2A SCC Diversified Agency Fund	13,770.58
Total Fund 2B SCC Bookstore Fund	1,035,223.77
Total Fund 2C SCC Community Education Fu	288,334.50
Total Fund 2S SCC Associated Students Fun	59,564.97
Total Fund 2T SCC Diversified Trust Fund	31,987.66
Grand Total:	<u><u>\$1,428,881.48</u></u>

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 06/05/2019 To 06/28/2019
Board Meeting on 07/15/2019

BACKGROUND

The California Administration Code, Title 5, §58307 requires Board approval of budget transfers between major objects and budget adjustments, increases and decreases by major object code, for each fund.

ANALYSIS

This listing, broken down by fund, provides by major object code the total of budget transfers/adjustments for the period and fund indicated. Each budget transfer/adjustment supporting these totals is kept on file in the Business Operations and Fiscal Services department. Additional information will be provided upon request.

BUDGET TRANSFERS	From	To
<u>Fund 11: General Fund Unrestricted</u>		
2000 CLASSIFIED SALARIES		20,299
3000 EMPLOYEE BENEFITS		4,263
4000 SUPPLIES & MATERIALS	4,119	
5000 OTHER OPERATING EXP & SERVICES	20,443	
Total Transfer Fund 11	\$24,562	\$24,562
<u>Fund 12: General Fund Restricted</u>		
1000 ACADEMIC SALARIES		8,544
2000 CLASSIFIED SALARIES		25,496
3000 EMPLOYEE BENEFITS		13,150
4000 SUPPLIES & MATERIALS	27,944	
5000 OTHER OPERATING EXP & SERVICES	96,083	
6000 CAPITAL OUTLAY		78,429
7000 OTHER OUTGO	1,592	
Total Transfer Fund 12	\$125,619	\$125,619
<u>BUDGET INCREASES AND DECREASES</u>		
	Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>		
8600 STATE REVENUES	1,416,890	
1000 ACADEMIC SALARIES		201,531
2000 CLASSIFIED SALARIES		9,084
3000 EMPLOYEE BENEFITS		62,548
4000 SUPPLIES & MATERIALS		5,737
5000 OTHER OPERATING EXP & SERVICES		1,137,990
Total Transfer Fund 12	\$1,416,890	\$1,416,890
<u>Fund 33: Child Development Fund</u>		
8600 STATE REVENUES	3,254	
2000 CLASSIFIED SALARIES		3,075
3000 EMPLOYEE BENEFITS		24
5000 OTHER OPERATING EXP & SERVICES		155
Total Transfer Fund 33	\$3,254	\$3,254

The attached listing provides detailed transfers between major object codes equal to or greater than \$25,000, and all transfers affecting 79XX object to establish new revenue and expense budgets. In each case, a brief explanation is stated.

RECOMMENDATION

It is recommended the Board approve the budget transfers/adjustments as presented.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT**

From 06/05/2019 To 06/28/2019

Board Meeting on 07/15/2019

This listing provides detailed transfers between major object codes equal to or greater than \$25,000, and all transfers affecting 79XX object to establish new revenue and expense budgets. In each case, a brief explanation is stated.

BUDGET TRANSFERS		From	To
<u>Fund 12: General Fund Restricted</u>			
B025938	06/10/19		
4000	SUPPLIES & MATERIALS	25,000	
6000	CAPITAL OUTLAY		25,000
Total Reference B025938		\$25,000	\$25,000
Reason:	Special Project Adjustment		
Description:	Received Strong Wrkforce Prgram Fund to prchse Smartbase sftwre and Ipad		
B025939	06/10/19		
2000	CLASSIFIED SALARIES		3,792
3000	EMPLOYEE BENEFITS		208
4000	SUPPLIES & MATERIALS		16,753
5000	OTHER OPERATING EXP & SERVICES	71,253	
6000	CAPITAL OUTLAY		50,000
7000	OTHER OUTGO		500
Total Reference B025939		\$71,253	\$71,253
Reason:	Special Project Adjustment		
Description:	Board approved (5/13/19) 18-19 Hunger-Free Campus		

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>			
B025975	06/14/19		
8600	STATE REVENUES	(57,764)	
1000	ACADEMIC SALARIES		(44,423)
3000	EMPLOYEE BENEFITS		(13,341)
Total Reference B025975		\$(57,764)	\$(57,764)
Reason:	Special Project Adjustment		
Description:	Adjust existing 18/19 3SP PY Budget Project 2437		
B025978	06/14/19		
8600	STATE REVENUES	57,715	
1000	ACADEMIC SALARIES		45,898
3000	EMPLOYEE BENEFITS		8,702
4000	SUPPLIES & MATERIALS		3,115
Total Reference B025978		\$57,715	\$57,715
Reason:	Special Project Adjustment		
Description:	Make adjustments to existing 18/19 3SP PY budget proj 2432		
B025991	06/17/19		
8600	STATE REVENUES	34,867	
1000	ACADEMIC SALARIES		(9,341)
2000	CLASSIFIED SALARIES		32,408
3000	EMPLOYEE BENEFITS		12,867
5000	OTHER OPERATING EXP & SERVICES		(1,067)
Total Reference B025991		\$34,867	\$34,867
Reason:	Special Project Adjustment		
Description:	Adjust existing FY18/19 BSI budget proj #2157		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT**

From 06/05/2019 To 06/28/2019

Board Meeting on 07/15/2019

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
B025992	06/17/19		
8600	STATE REVENUES	(34,867)	
2000	CLASSIFIED SALARIES		(33,428)
3000	EMPLOYEE BENEFITS		(918)
5000	OTHER OPERATING EXP & SERVICES		(521)
Total Reference B025992		\$(34,867)	\$(34,867)
Reason:	Special Project Adjustment		
Description:	Adjust existing FY 18/19 BSI budget proj #2156		
B026015	06/21/19		
8600	STATE REVENUES	1,300,000	
1000	ACADEMIC SALARIES		125,424
3000	EMPLOYEE BENEFITS		30,576
4000	SUPPLIES & MATERIALS		422
5000	OTHER OPERATING EXP & SERVICES		1,143,578
Total Reference B026015		\$1,300,000	\$1,300,000
Reason:	Special Project Adjustment		
Description:	Set up new project #2059 Cali Learning Lab (SAC). Board approved 05/28/19		
B026040	06/28/19		
8600	STATE REVENUES	113,636	
1000	ACADEMIC SALARIES		73,224
2000	CLASSIFIED SALARIES		10,247
3000	EMPLOYEE BENEFITS		21,370
4000	SUPPLIES & MATERIALS		2,200
5000	OTHER OPERATING EXP & SERVICES		6,595
Total Reference B026040		\$113,636	\$113,636
Reason:	New Budget		
Description:	Incarcerated Students Reentry Program Proj #2381		

RECOMMENDATION

It is recommended the Board approve the budget transfers/adjustments as presented.

4.2 (3)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD REPORT - INTRAFUND AND INTERFUND TRANSFERS**

GL0080

Date: From 06/05/2019 To 06/28/2019

Board Meeting on: 07/15/2019

LoginID: CP41423

Environment: Production

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**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD REPORT - INTRAFUND AND INTERFUND TRANSFERS
From 06/05/2019 To 06/28/2019
Board Meeting on 07/15/2019**

BACKGROUND

Intrafund transfers are the transfers of monies within a fund of the district. Interfund transfers are the transfers of monies between funds of the district.

ANALYSIS

This listing provides details on each intrafund and interfund transfer for the period and funds indicated.

INTERFUND TRANSFERS

<u>Date</u>	<u>Reference#</u>	<u>Description</u>	<u>Amount</u>
06/26/19	J053867	NEw Irrevocable Trust GASB 75	40,000,000.00

RECOMMENDATION

It is recommended the Board approve the intrafund and interfund transfers as presented.

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

To:	Board of Trustees	Date: July 15, 2019
Re:	Approval of the 2019-20 Proposed Adopted Budget Assumptions	
Action:	Request for Approval	

BACKGROUND

At this meeting it is recommended the Board of Trustees review the latest budget assumptions for use in completing the Proposed 2019-20 Adopted Budget. These assumptions have been reviewed and recommended by both the Fiscal Resources Committee and District Council.

ANALYSIS

The Proposed Adopted Budget Assumptions have been updated since the Tentative Budget Assumptions with any new information known at this time. The governor signed the state budget on June XX. The budget includes several changes made by the State Chancellor's Office to the Student Centered Funding Formula to live within the dollars allocated to community colleges. At this time, the impact on the district's budget is unknown and not yet included in the budget assumptions. We will continue to update the assumptions as information becomes available as we continue the process of preparing the Adopted Budget.

These Adopted Budget Assumptions project a balanced budget. Any collectively bargained salary increases above the state provided Cost of Living Allowance (COLA) will be additional costs not included in these budget assumptions.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Adopted Budget Assumptions for the 2019-20 fiscal year as presented.

Fiscal Impact:	TBD	Board Date: July 15, 2019
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
UNRESTRICTED GENERAL FUND
2019-20 Adopted Budget Assumptions
July 3, 2019**

I. State Revenue

A. Budgeting will begin using the new Student Centered Funding Formula (SCFF) at the hold harmless provision for the 2017/18 Total Computational Revenue plus 2018/19 & 2019/20 cost of living adjustments (COLA).

B. FTES Workload Measure Assumptions:

Year	Base	Actual	Funded	Actual Growth
2013/14	28,185.04	28,688.93	28,688.93	1.79%
2014/15	28,688.93	28,908.08	28,908.08	0.76%
2015/16	28,908.08	28,901.64	28,901.64	-0.02%
2016/17	28,901.64	27,517.31 a	28,901.64 a	-4.79%
2017/18	P3 28,901.64	29,378.53 b	29,375.93 b	1.65%
2018/19	P2 29,375.93	27,072.40	27,072.40 ?	-7.84%

a - based on submitted P3, District went into Stabilization in FY 2016-17

b - based on submitted P3, the district shifted 1,392.91 FTES from summer 2018

The district went into stabilization in 2016/17 and was in restoration in 2017/18.

To maintain the 2015/16 funding level and produce growth FTES, the district borrowed from summer 2018 which reduces FTES in 2018/19.

The governor's proposed budget includes .55% systemwide growth funding, 3.26% COLA, and no base allocation increase. The effects of the SCFF on our budget is not fully known at this time. The governor proposes maintaining the split at 70/20/10 for this year plus COLA. Any changes to our funding related to the new formula will be incorporated in the Adopted Budget.

Projected COLA of 3.26%	\$5,719,133
Projected Growth/Access	\$0
Projected Base Allocation Increase	\$0
Continued Projected Deficit	\$0
Apportionment Base Incr (Decr) for 2019/20	<u>\$5,719,133</u>

2019/20 Potential Growth at 0.5% based on .55% system 29,523

C. Education Protection Account (EPA) funding estimated at \$25,935,244 based on 2018/19 @ P2. These are not additional funds. The EPA is only a portion of general purpose funds that offsets what would otherwise be state aid in the apportionments. We intend to charge a portion of faculty salaries to this funding source in compliance with EPA requirements.

D. Unrestricted lottery is projected at \$153 per FTES (\$4,246,414). Restricted lottery at \$54 per FTES (\$1,498,734). (2018/19 P2 of resident & nonresident factored FTES, 27,754.34 x 153 = \$4,246,414 unrestricted lottery; 27,754.34 x 54 = \$1,498,734.) Decrease of about 6%.

E. Estimated reimbursement for part-time faculty compensation is estimated at \$614,810 (2018/19 @ P2). Decrease of about 11%

F. Categorical programs will continue to be budgeted separately; self-supporting, matching revenues and expenditures. COLA is being proposed on certain categorical programs. Without COLA, other categorical reductions would be required to remain in balance if settlements were reached with bargaining groups. The colleges will need to budget for any program match requirements using unrestricted funds.

G. BOG fee waivers 2% administration funding estimated at 2018/19 @ P2 of \$293,254. Unchanged.

H. Mandates Block Grant estimated at a total budget of \$792,827 (30.09 x 26,348.51). Slight decrease. No additional one-time allocation proposed.

II. Other Revenue

I. Non-Resident Tuition budgeted at \$3,400,000. (SAC \$2,400,000, SCC \$1,000,000) - Increase of \$200,000.

J. Interest earnings estimated at \$1,400,000. Increase of \$575,000.

K. Other miscellaneous income (includes fines, fees, rents, etc.) is estimated at approximately \$407,680. Unchanged.

L. Apprenticeship revenue estimated at \$3,557,300. Increase of \$800,000. (Corresponding expenses of \$535,000 are also budgeted for additional apprenticeship course offerings)

M. Scheduled Maintenance/Instructional Equipment allocation. \$13.5 million in state budget but allocation is unknown at this time.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
UNRESTRICTED GENERAL FUND
2019-20 Adopted Budget Assumptions
July 3, 2019**

III. Appropriations and Expenditures

- A. As the District's budget model is a revenue allocation model, revenues flow through the model to the colleges as earned. The colleges have the responsibility, within their earned revenue, to budget for ALL necessary expenditures including but not limited to all full time and part time employees, utilities, instructional services agreements, multi-year maintenance and other contracts, supplies, equipment and other operating costs.
- B. The state is providing a Cost of Living Allowance (COLA) of 3.26%. Any collectively bargained increased costs will be added to the budget. The estimated cost of a 1% salary increase is \$1.78 million for all funds. The estimated cost of a 1% salary increase is \$1.35 million for the unrestricted general fund.
- C. Step and column movement is budgeted at an additional cost of approximately \$2.06 million including benefits for FD 11 & 13 (FARSCCD approximate cost \$577,291 CSEA approximate cost \$664,861, Management/Other approximate cost \$815,172) For all funds, it is estimated to = \$2.57 million (FARSCCD = \$657,895, CSEA = \$859,802, Management = \$1,052,246) In addition, the colleges would need to budget for step/column increases for P/T faculty.
- D. Health and Welfare benefit premium cost increase as of 1/1/20 is estimated at 3.5% for an additional cost of approximately \$520,088 for active employees and an additional cost of \$682,766 for retirees, for a combined increase of \$1,202,854 for unrestricted general fund. The additional cost increase for all funds is estimated to = \$1,355,259. State Unemployment Insurance local experience charges are estimated at \$250,000 (2018/19 budgeted amount). Unchanged. The District will decrease the Worker's Compensation Insurance (WCI) rate from 2.25% to 1.5% of total salaries. CalSTRS employer contribution rate will increase in 2019/20 from 16.28% to 17.10% for an increase of \$608,058. The reduction from 18.13% originally estimated to 17.10% reduced the required CalSTRS contribution by \$763,779. (Note: The cost of each 1% increase in the STRS rate is approximately \$740,000.) CalPERS employer contribution rate will increase in 2019/20 from 18.062% to 19.721% for an increase of \$647,010. (Note: The cost of each 1% increase in the PERS rate is approximately \$390,000.)
- E. The full-time faculty obligation (FON) for Fall 2019 is estimated at 381. The District will recruit to replace 18 faculty vacancies and recruit 15 new faculty. SAC is recruiting for 24 positions (14 replacement, 10 new). SCC is recruiting for 9 positions (4 replacement, 5 new). Assuming all are successful recruitments, the District expects to meet its obligation. The current cost for a new position is budgeted at Class VI, Step 12 at approximately \$144,808. Penalties for not meeting the obligation amount to approximately \$77,063 per FTE not filled.
- F. The current rate per Lecture Hour Equivalent (LHE) effective 7/1/18 for hourly faculty is \$1,345. Increase of \$70 per LHE.
- G. Retiree Health Benefit Fund (OPEB/GASB 45 Obligation) - The District will decrease the employer payroll contribution rate of 3.63% to 2.75% of total salaries to fund the total actuarially determined Annual Required Contribution (ARC). The calculated ARC as of July 1, 2018 was reduced to \$12,698,406. The net effect is an unrestricted general fund saving of \$764,258.
- H. Capital Outlay Fund - The District will continue to budget \$1.5 million for capital outlay needs.
- I. Utilities cost increases of 2.5%, estimated at \$100,000.
- J. Information Technology licensing contract escalation cost of 7%, estimated at \$125,000.
- K. Property and Liability Insurance transfer estimated at \$1,970,000. Unchanged.
- L. Other additional DS/Institutional Cost expenses:

2 Part-time District Safety Officers (armed)	\$44,776
HR Requests One-time \$188,303 Ongoing	\$308,751 (See attachment)
- M. Child Development Fund - The District will continue to budget \$250,000 as an interfund transfer from the unrestricted general fund as a contingency plan. (\$140,000 each year was transferred since 2014/15 and expected again in 2018/19)
- N. Estimated annual cost of Santiago Canyon College ADA Settlement expenses of \$2 million from available funds.

Rancho Santiago Community College District Unrestricted General Fund Summary 2019-20 Adopted Budget Assumptions Analysis July 3, 2019
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	<u>New Revenues</u>	Ongoing Only	One-Time
A	Student Centered Funding Formula (see note below)		
B	COLA 3.26%	\$5,719,133	
B	Growth	\$0	
B	Deficit Factor est	\$1,104,002	
D	Unrestricted Lottery	(\$290,372)	
H	Mandates Block Grant	(\$59,357)	
I	Non-Resident Tuition	\$200,000	
J	Interest Earnings	\$575,000	
L	Apprenticeship - SCC	\$800,000	
EGHK	Misc Income	(\$79,241)	
	Total	\$7,969,165	\$0
	<u>New Expenditures</u>		
B	COLA 3.26%	\$5,719,133	
C	Step/Column	\$2,057,324	
D	Health and Welfare/Benefits Increase (3.5% for 1/2 yr)	\$1,202,854	
D	CalSTRS Increase	\$608,058	
D	CalPERS Increase	\$647,010	
D	Decreased Cost of WCI	(\$822,293)	
E	Full Time Faculty Obligation Hires	\$2,172,120	
E/F	Hourly Faculty Budgets (Convert to Full Time)	(\$605,250)	
G	Decreased Cost of Retiree Health Benefit ARC	(\$764,258)	
H	Capital Outlay/Scheduled Maintenance Contribution	\$0	
I	Utilities Increase	\$100,000	
J	ITS Licensing/Contract Escalation Cost	\$125,000	
K	Property, Liability and All Risks Insurance	\$0	
II.L	Apprenticeship - SCC	\$535,000	
L	Other Additional DS/Institutional Costs	\$353,527	\$188,303
N	SCC ADA Settlement Costs	\$0	\$2,000,000
	Total	\$11,328,225	\$2,188,303
	2019-20 Budget Year Unallocated (Deficit)	(\$3,359,060)	
	2018/19 Structural Unallocated (Deficit)	\$3,009,134	
	2018/19 Additional cost of remaining CB settlements	(\$581,550)	
	2018/19 Additional full-time faculty revenue	\$1,307,884	
	Difference of 17/18 settle up with Exhibit E	\$237,078	
	Savings Faculty replacement budget at VI-12	\$326,659	
	Savings 18/19 all employees - budgeted vs actual	\$1,271,428	
	Total Net Unallocated (Deficit)	\$2,211,573 (\$2,188,303)	

On March 6th, the Chancellor's Office posted a "first draft" of the P1 apportionment report for 2018-19. This was their first attempt at reporting under the SCFF model. On April 26th they issued an "April Revision" correcting some errors and making some updates, however this version is not complete either. The Chancellor's Office has indicated that they anticipate any deficit will be backfilled for 2018-19. We are therefore removing the deficit factor and not including any budget reduction in these 2019-20 Budget Assumptions until more information is known.

* Reference to budget assumption number

Augmentation Request
2019/2020

	A	B	C	D	E	F	G
1	VENDOR	REQUESTED AUGMENTATION	ONE TIME COST	ON GOING COST	OFF SET SAVINGS	NET ONGOING	
2							
3	Neogov	\$47,200	x	\$41,749	\$36,167	\$5,582	GreenTree
4	recruitment, onboarding, position control, performance management						Applicant tracking , onboarding
5	Ferrilli	\$150,000	X				
6	staff augmentation in technology (John Birk's position salary savings)and consultation in Colleague HR module configuration , partner with ITS	(\$118,315)					
7	Net	\$31,685					
8	Ferrilli	\$15,000	X				
9	consultation HR & payroll functional and technical systems						
10	Staff augmentation	\$53,169		\$75,739	\$22,571	\$53,169	currently part time position
11	increase part time Intermediate Clerk to Full time; HR to manage the form 700, support new HR requirements in I-9, onboarding and clerical support,partner with ITS						
12	District classification study (tentative)	\$100,000	X				
13							
14	District Professional Development	\$75,000		X		\$75,000	
15							
16	Legal - Current Budget \$50,000 Current need is \$225,000	\$175,000		X		\$175,000	
17							
18		\$497,054	\$188,303			\$308,751	

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

To:	Board of Trustees	Date: July 15, 2019
Re:	Adoption of Resolution No. 19-17 – Separate Bank and Investment Accounts	
Action:	Request for Adoption	

BACKGROUND

Pursuant to Education Code §84030 and §84040 and in accordance with §58311 of Title 5 of the California Code of Regulations, it is the intent of the Legislature, Board of Governors, and the State Chancellor’s Office to encourage sound fiscal management practices among community college districts to facilitate the most efficient and effective use of monies under district control. To that end, the Board of Governors has recognized districts need to maintain authorized bank accounts for certain types of district/college functions and activities. Accordingly, the governing board of any community college district may, for the purpose of expediting business service transactions and in accordance with sound business practices, establish separate bank accounts.

In addition, the governing board of any community college district may establish clearing accounts for the deposit and subsequent withdrawal of any miscellaneous receipts. All monies in any such account shall be paid into the appropriate county treasury within a reasonable time period. Also, pursuant to Education Code §42800, the governing board of a community college district may establish a revolving cash fund account for the payment of services, material purchases, and supplemental salary payments when it has been determined that an error has been made in calculating or reporting employee payrolls.

ANALYSIS

Due to the change of leadership, and in order to adequately safeguard and manage District assets, the District has verified and updated all bank and investment accounts and prepared the attached resolution to establish and maintain these accounts with the most current information as required. The accounts within the attached resolution are the only recognized and authorized District and Foundation accounts. This resolution will be kept on file with the Orange County Auditor-Controller and will be brought to the Board for any updates on a regular basis.

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution No. 19-17, Separate Bank and Investment Accounts as presented.

Fiscal Impact:	Not applicable	Board Date: July 15, 2019
Prepared by:	Adam M. O’Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

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

Resolution Regarding Separate Bank and Investment Accounts

Resolution No. 19-17

WHEREAS, the Board of Trustees finds there is a need to establish and maintain separate bank, investment, clearing and revolving accounts; and,

WHEREAS, pursuant to the California Community College Budget and Accounting Manual as authorized by Education Code §84030 and §84040 and in accordance with §58311 of Title 5 of the California Code of Regulations, the Board of Trustees is authorized to establish such accounts; and,

WHEREAS, Education Code §42800 requires the governing board to adopt a resolution setting forth the need for a revolving fund and the officers authorized to sign checks from the revolving fund; and,

WHEREAS, the Board of Trustees hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of §16429.1 of the Government Code for the purpose of investment as stated therein is in the best interest of the district.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees authorizes a general revolving cash fund in the amount of \$100,000; and,

BE IT FURTHER RESOLVED that the Board of Trustees authorizes the deposit and withdrawal of monies in the Local Agency Investment Fund in the State Treasury in accordance with provisions of §16429.1 of the Government Code for the purpose of investment as stated therein; and,

BE IT FURTHER RESOLVED that the accounts and custodians/account signers listed are duly authorized and approved.

Rancho Santiago Community College District

Bank Name:	Wells Fargo Bank
Account #:	9600058619
Account Name:	County of Orange - Department of Education _Accounts Payable
Purpose of Account:	This is the OCDE commercial checking account used to issue our Accounts Payable checks under Fiscal Accountability

Authorized Signatures: Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
(Disbursing Officer)

1 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 6073204 and 6073026
Account Name: Rancho Santiago Community College District Depository Clearing

Type: Business Checking and Interest Sweep Accounts

Purpose of Account: Serves as depository clearing account for all cash received for the general, capital outlay projects, child development, student fees, self-insurance and retiree benefit fund and other cash receipts. A check is written to the OC Treasurer to transfer funds to the commingle investment fund.

Authorized Signatures: Marvin Martinez Chancellor
Tracie Green Vice Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services

Signatures Required: 2 live signatures

2 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 6073212 and 6073034
Account Name: Rancho Santiago Community College District - Santiago Canyon College Veterans Payment

Type: Business Checking and Interest Sweep Accounts

Purpose of Account: This account was set up for the Department of Veteran Affairs (VA) to deposit payments to our school for the Post 9/11 GI Bill Program for our VA students. Title 31 section 3332 of the United States Code requires all federal payments be made by electronic funds transfer (EFT) and there are no exceptions at this point. An individual checking account was set up for each of the colleges and this account will be reconciled by the Accounting department as well as Cashiering.

Authorized Signatures: Marvin Martinez Chancellor
Tracie Green Vice Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services

Signatures Required: 1 live signature

3 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 6073220 and 607342

Account Name: Rancho Santiago Community College District - Santa Ana College
Veterans Payment

Type: Business Checking and Interest Sweep Accounts

Purpose of Account: This account was set up for the Department of Veteran Affairs (VA) to deposit payments to our school for the Post 9/11 GI Bill Program for our VA students. Title 31 section 3332 of the United States Code requires all federal payments be made by electronic funds transfer (EFT) and there are no exceptions at this point. An individual checking account was set up for each of the colleges and this account will be reconciled by the Accounting department as well as Cashiering.

Authorized Signatures: Marvin Martinez Chancellor
Tracie Green Vice Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services

Signatures Required: 1 live signature

4 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 6073239 and 6073050

Account Name: Santa Ana College - Bookstore

Type: Business Checking and Interest Sweep Accounts

Purpose of Account: Bookstore Fund Income/Expenses.

Authorized Signatures: Marvin Martinez Chancellor
Enrique Perez Vice Chancellor

Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
Simon B. Hoffman Vice President Admin Svcs

Signatures Required: 1 Facsimile and 1 live signature

5 Bank Name/Address: **Farmers & Merchants Bank**

5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 6073247 and 6073069

Account Name: Santiago Canyon College - Bookstore

Type: Business Checking and Interest Sweep Accounts

Purpose of Account: Bookstore Fund Income/Expenses.

Authorized Signatures: Marvin Martinez Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
Arleen Satele Vice President Admin Svcs

Signatures Required: 1 Facsimile and 1 live signature

6 Bank Name/Address: **Farmers & Merchants Bank**

5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 6073271 and 6073077

Account Name: Santa Ana College - Student Representation Fee Fund

Type: Business Checking and Interest Sweep Accounts

Purpose of Account: The Student Representation Fee is used by the Associated Student Government (ASG) to represent the view of students with governmental agencies.

Authorized Signatures: Marvin Martinez Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal
Simon B. Hoffman Vice President Admin Svcs

Signatures Required: 1 live signature

7 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 6073298 and 6073085
Account Name: Santiago Canyon College - Student Representation Fee Fund

Type: Business Checking and Interest Sweep Accounts
Purpose of Account: The Student Representation Fee is used by the Associated Student Government (ASG) to represent the view of students with governmental agencies.

Authorized Signatures: Marvin Martinez Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
Arleen Satele Vice President Admin Svcs

Signatures Required: 1 live signature

8 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 6073301 and 6073093
Account Name: Santa Ana College - Associated Students Fund
Type: Business Checking and Interest Sweep Accounts
Purpose of Account: Associated Student Government Fund Income/Expenses.

Authorized Signatures: Marvin Martinez Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
Simon B. Hoffman Vice President Admin Svcs

Signatures Required: 1 Facsimile and 1 live signature

9 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 748-009222
Account Name: Santiago Canyon College - Associated Students Fund

Type: Business Checking and Interest Sweep Accounts
Purpose of Account: Associated Student Government Fund Income/Expenses.

Authorized Signatures: Marvin Martinez Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
Arleen Satele Vice President Admin Svcs

Signatures Required: 1 Facsimile and 1 live signature

10 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 6073336 and 6073115
Account Name: Santa Ana College - Community Education Fund

Type: Business Checking and Interest Sweep Accounts
Purpose of Account: Community Education Fund Income/Expenses.

Authorized Signatures: Marvin Martinez Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
Simon B. Hoffman Vice President Admin Svcs

Signatures Required: 1 Facsimile and 1 live signature

11 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 6073344 and 6073123
Account Name: Santiago Canyon College - Community Education Fund

Type: Business Checking and Interest Sweep Accounts
Purpose of Account: Community Education Fund Income/Expenses.

Authorized Signatures: Marvin Martinez Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
Arleen Satele Vice President Admin Svcs

Signatures Required: 1 Facsimile and 1 live signature

12 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 6073352 and 6073131
Account Name: Santa Ana College - Diversified Agency Fund
Type: Business Checking and Interest Sweep Accounts
Purpose of Account: Serves as a depository for clubs, organizations, and affiliates where the district acts as the fiscal agent for the organizations. The fund includes pass-through activities in which the district collects fees and makes payments on behalf of the students and the organizations.

Authorized Signatures: Marvin Martinez Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
Simon B. Hoffman Vice President Admin Svcs

Signatures Required: 1 Facsimile and 1 live signature

13 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 6073360 and 6073158
Account Name: Santiago Canyon College - Diversified Agency Fund
Type: Business Checking and Interest Sweep Accounts
Purpose of Account: Serves as a depository for clubs, organizations, and affiliates where the district acts as the fiscal agent for the organizations. The fund includes pass-through activities in which the district collects fees and makes payments on behalf of the students and the organizations.

Authorized Signatures: Marvin Martinez Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
Arleen Satele Vice President Admin Svcs

Signatures Required: 1 Facsimile and 1 live signature

14 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 6073379 and 6073166
Account Name: Santa Ana College - Diversified Trust Fund
Type: Business Checking and Interest Sweep Accounts
Purpose of Account: Serves as a depository for Auxiliary sales and commission revenues; entertainment ticket sales, bus pass sales and funding for athletic teams, college and district programs.

Authorized Signatures: Marvin Martinez Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
Simon B. Hoffman Vice President Admin Svcs

Signatures Required: 1 Facsimile and 1 live signature

15 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 6073387 and 6073174
Account Name: Santiago Canyon College - Diversified Trust Fund
Type: Business Checking and Interest Sweep Accounts
Purpose of Account: Serves as a depository for Auxiliary sales and commission revenues; entertainment ticket sales, bus pass sales and funding for athletic teams, college and district programs.

Authorized Signatures: Marvin Martinez Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
Arleen Satele Vice President Admin Svcs
Syed Rizvi Vice President Student Svcs

Signatures Required: 1 Facsimile and 1 live signature

16 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 6073395 and 6073182
Account Name: Rancho Santiago Community College District Federal Programs

Type: Business Checking and Interest Sweep Accounts
Purpose of Account: Serves as depository for all electronic fund transfers for all federal programs.

Authorized Signatures: Marvin Martinez Chancellor
Tracie Green Vice Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services

Signatures Required: 2 live signatures

17 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 607349 and 6073190
Account Name: Rancho Santiago Community College District Revolving Funds

Type: Business Checking and Interest Sweep Accounts
Purpose of Account: A special \$100,000 fund established to meet the district's emergency cash needs for payroll and other purposes. Replenishment of fund is usually done once a month.

Authorized Signatures: Marvin Martinez Chancellor
Tracie Green Vice Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services

Signatures Required: 1 live signature

18 Bank Name/Address: **Wells Fargo Bank**
16550 Bloomfield Ave.
Cerritos, CA 90703
(800) 289-3557

Account #: 4123-586257
Account Name: Rancho Santiago Community College District Alliance of Schools for Cooperative Insurance Program
Type: Business Checking Account
Purpose of Account: Property and Liability Fund \$25,000 imprest account maintained on our behalf by ASCIP, and used to pay claims.
Authorized Signatures: Fritz Heirich Chief Executive Officer
Lynn Truong Chief Financial Officer
Jo Ann Sprague Liability Claims Manager
Signatures Required: 1 live signature

19 Bank Name/Address: **Wells Fargo Bank**
16550 Bloomfield Ave.
Cerritos, CA 90703
(503) 886-3341
Account #: 4126026483
Account Name: Rancho Santiago Community College District – CorVel Corp as Agent
Type: Wholesale Checking Account
Purpose of Account: Workers’ Compensation Fund \$10,000 imprest account maintained on our behalf by Corvel Corporation, and used to pay claims.
Authorized Signatures: Richard Schweppe Chief Financial Officer
Signatures Required: 1 live signature

20 Bank Name/Address: **Wells Fargo Bank**
190 River Road
Summit, NJ 07901
(908) 598-3599
Account #: 4275528156
Account Name: Rancho Santiago Community College District – York Risk Services/ASCIP as Agent
Type: Wholesale Checking Account
Purpose of Account: Workers’ Compensation Fund \$50,000 imprest account maintained on our behalf by York Risk Services/ASCIP, and used to pay claims.
Authorized Signatures: Thomas Warsop Debi Harrington
Saswata Mukherjee Angela Brock
Elizabeth Ecsy
Signatures Required: 1 live signature

21 Investment Name **Local Agency Investment Fund**
State of California
State Treasurer's Office

Investment Name PO Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

Account #: 75-30-010
Account Name: Rancho Santiago Community College District
Type: Investment Fund
Purpose of Account: Retiree Benefit fund (part) and short term investment pool.

Authorized Signatures: R. Raul Rodriguez Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services

Signatures Required: 2 (typically phone in and must provide password)

District Foundation Accounts

22 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 6073905
Account Name: Rancho Santiago Community College District Foundation
Type: Business Checking
Purpose of Account: This serves as a depository for all donations received by the District Foundation for fundraising events, programs and grants as well as upcoming investments or sale of investments. Disbursements of expenditures are made for operating expenses and distribution of proceeds of the fundraising events to affiliated Foundations.

Authorized Signatures: Marvin Martinez Chancellor
Enrique Perez Vice Chancellor
Peter J. Hardash Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services

Signatures Required: 2

Santa Ana College Foundation Accounts

23 Bank Name/Address: **Citizens Business Bank**
2000 E. 4th Street, Suite 100
Santa Ana, CA 92706
(714) 967-7222

Account #: 30424670
Account Name: Santa Ana College Foundation
Type: Checking Account
Purpose of Account: Serves as a depository account for all donor contributions and for disbursements for the expenses incurred. Any amount above \$200,000 in any given month gets transferred to interest account # 7006

Authorized Signatures: Linda D. Rose President
Christina Romero Foundation Director
Simon B. Hoffman Vice President, Admin Svcs
Vaniethia Hubbard Vice President, Student Services

Signatures Required: 2

24 Bank Name/Address: **Citizens Business Bank**
2000 E. 4th Street, Suite 100
Santa Ana, CA 92706
(714) 967-7222

Account #: 7006
Account Name: Santa Ana College Foundation
Type: Interest Account/Sweep Account
Purpose of Account: Excess funds of \$200,000 in checking account #030424670 get transferred to this account for interest purposes.

Authorized Signatures: Linda D. Rose President
Christina Romero Foundation Director
Simon B. Hoffman Vice President, Admin Svcs
Vaniethia Hubbard Vice President, Student Services

Signatures Required: Phone call and password

25 Bank Name/Address: **Payden & Rygel**
333 South Grand Ave
Los Angeles, CA 90071
(213) 625-1900

Manager: Gerard Tamparong

Account #: 3417-0467
Account Name: Santa Ana College Foundation/Title V
Type: Investment Account
Purpose of Account: Long Term investment account that holds Title V Endowment Funds. Investment firm follows Foundation Investment Policy.

Authorized Signatures: Linda D. Rose President
Simon B. Hoffman Vice President, Admin Svcs
Vaniethia Hubbard Vice President, Student Services
Christina Romero Foundation Director

Signatures Required: Phone call and password

26 Bank Name/Address: **Payden & Rygel**
333 South Grand Ave
Los Angeles, CA 90071
(213) 625-1900

Manager: Gerard Tamparong

Account #: 4761-8718

Account Name: Santa Ana College Foundation/Restricted

Type: Investment Account

Purpose of Account: Long Term investment account that holds Planetarium, Athletic Hall of Fame & Comi Roger Funds. Investment firm follows Foundation Investment Policy.

Authorized Signatures: Linda D. Rose President
Simon B. Hoffman Vice President, Admin Svcs
Vaniethia Hubbard Vice President, Student Services
Christina Romero Foundation Director

Signatures Required: Phone call and password

27 Bank Name/Address: **Payden & Rygel**
333 South Grand Ave
Los Angeles, CA 90071
(213) 625-1900

Manager: Gerard Tamparong

Account #: 7095-5099

Account Name: Santa Ana College Foundation/General Scholarship

Type: Investment Account

Purpose of Account: Long Term investment account that holds invested and endowed scholarship funds. Investment firm follows Foundation Investment Policy.

Authorized Signatures: Linda D. Rose President
Simon B. Hoffman Vice President, Admin Svcs
Vaniethia Hubbard Vice President, Student Services
Christina Romero Foundation Director

Signatures Required: Phone call and password

28 Bank Name/Address: **Payden & Rygel**
333 South Grand Ave
Los Angeles, CA 90071
(213) 625-1900

Manager: Gerard Tamparong

Account #: 4855-5996

Account Name: Santa Ana College Foundation/Unrestricted

Type: Investment Account

Purpose of Account: Long Term investment account that holds unrestricted funds inclusive of but not limited to funds raised via President's Circle and Pageant of the Trees. Investment firm follows Foundation Investment Policy.

Authorized Signatures: Linda D. Rose President
Simon B. Hoffman Vice President, Admin Svcs
Vaniethia Hubbard Vice President, Student Services
Christina Romero Foundation Director

Signatures Required: Phone call and password

29 Bank Name/Address: **Payden & Rygel**
333 South Grand Ave
Los Angeles, CA 90071
(213) 625-1900

Manager: Gerard Tamparong

Account #: 5725-8530

Account Name: Santa Ana College Foundation/Centennial Scholarship Endowment

Type: Investment Account

Purpose of Account: Long Term investment account that holds all endowed scholarship funds established along with the Centennial Scholarship Campaign. Investment firm follows Foundation Investment Policy.

Authorized Signatures: Linda D. Rose President

Simon B. Hoffman Vice President, Admin Svcs
Vaniethia Hubbard Vice President, Student Services
Christina Romero Foundation Director

Signatures Required: Phone call and password

30 Bank Name/Address: **Payden & Rygel**
333 South Grand Ave
Los Angeles, CA 90071
(213) 625-1900

Manager: Gerard Tamparong
Account #: 3707-5476
Account Name: Santa Ana College Foundation/Unrestricted Special Projects
Type: Investment Account
Purpose of Account: Long Term investment account that holds unrestricted funds received from the maturing of the RSCCD endowment. These funds are to be used for capacity building/growth. Investment firm follows Foundation Investment Policy.

Authorized Signatures: Linda D. Rose President
Simon B. Hoffman Vice President, Admin Svcs
Vaniethia Hubbard Vice President, Student Services
Christina Romero Foundation Director

Signatures Required: Phone call and password

31 Bank Name/Address: **Payden & Rygel**
333 South Grand Ave
Los Angeles, CA 90071
(213) 625-1900

Manager: Gerard Tamparong
Account #: 7770-5757
Account Name: Santa Ana College Foundation/Early College Endowment Funds
Type: Investment Account
Purpose of Account: Long Term investment account that holds Early College Endowment Funds received from the State Award for Innovation grant. Investment firm follows Foundation Investment Policy.

Authorized Signatures: Linda D. Rose President
Simon B. Hoffman Vice President, Admin Svcs
Vaniethia Hubbard Vice President, Student Services
Christina Romero Foundation Director

Signatures Required: Phone call and password

32 Bank Name/Address: **Payden & Rygel**
333 South Grand Ave
Los Angeles, CA 90071
(213) 625-1900

Manager: Gerard Tamparong

Account #: 4101-6112

Account Name: Santa Ana College Foundation/Parent Education Program

Type: Investment Account

Purpose of Account: Long Term investment account that holds Parent Education Endowment Funds received from the State Award for Innovation grant. Investment firm follows Foundation Investment Policy.

Authorized Signatures: Linda D. Rose President
Simon B. Hoffman Vice President, Admin Svcs
Vaniethia Hubbard Vice President, Student Services
Christina Romero Foundation Director

Signatures Required: Phone call and password

33 Bank Name/Address: **Payden & Rygel**
333 South Grand Ave
Los Angeles, CA 90071
(213) 625-1900

Manager: Gerard Tamparong

Account #: 5871-0867

Account Name: Santa Ana College Foundation/Innovation Awards Scholarship Fund

Type: Investment Account

Purpose of Account: Long Term investment account that holds Innovation Awards Scholarship Funds received from the State Award for Innovation grant. Investment firm follows Foundation Investment Policy.

Authorized Signatures: Linda D. Rose President
Simon B. Hoffman Vice President, Admin Svcs
Vaniethia Hubbard Vice President, Student Services
Christina Romero Foundation Director

Signatures Required: Phone call and password

34 Bank Name/Address: **Highlands REIT/Computershare Trust Company**
PO Box 505005
Louisville, KY 40233-5005
(844) 421-0533

Account #: C0000898503
Account Name: Santa Ana College Foundation
Type: Investment Account
Purpose of Account: Investment holdings bequested to the foundation through a legacy gift from the Thomas Beehgly family.

Authorized Signatures: Christina Romero Foundation Director
Signatures Required: 1

35 Bank Name/Address: **InvenTrust Properties**
PO Box 219845
Kansas City, MO 64121-9845
(855) 377-0510

Account #: 6000052809
Account Name: Santa Ana College Foundation
Type: Investment Account - Stock holdings/REITs
Purpose of Account: Investment holdings bequested to the foundation through a legacy gift from the Thomas Beehgly family.

Authorized Signatures: Christina Romero Foundation Director
Signatures Required: 1

36 Bank Name/Address: **SchoolsFirst Federal Credit Union**
P. O. Box 11547
Santa Ana, CA 92711-1547
(714) 258-4000

Account #: 66102-01
Account Name: Santa Ana College Foundation
Type: Savings/Regular Share Account
Purpose of Account: Deposited \$5.00 into this account when the checking account was opened. It is the credit union requirement to have this account open at all times.

Authorized Signatures: Linda D. Rose President
Simon B. Hoffman Vice President, Admin Svcs
Vaniethia Hubbard Vice President, Student Services

Signatures Required: Christina Romero Foundation Director
Phone call and password

37 Bank Name/Address: **SchoolsFirst Federal Credit Union**
P. O. Box 11547
Santa Ana, CA 92711-1547
(714) 258-4000

Account #: 66102-06
Account Name: Santa Ana College Foundation
Type: Liquid Advantage Money Market
Purpose of Account: To hold General Operating Unrestricted Funds for short-term investment.

Authorized Signatures: Linda D. Rose President
Simon B. Hoffman Vice President, Admin Svcs
Vaniethia Hubbard Vice President, Student Services
Christina Romero Foundation Director

Signatures Required: Phone call and password

38 Bank Name/Address: **SchoolsFirst Federal Credit Union**
P. O. Box 11547
Santa Ana, CA 92711-1547
(714) 258-4000

Account #: 66102-75
Account Name: Santa Ana College Foundation
Type: Investment Checking
Purpose of Account: Serves as a secondary depository account for donor contributions and disbursements. The primary checking account is held with Citizens Business Bank.

Authorized Signatures: Linda D. Rose President
Simon B. Hoffman Vice President, Admin Svcs
Vaniethia Hubbard Vice President, Student Services
Christina Romero Foundation Director

Signatures Required: 2

39 Bank Name/Address: **Comunidad Latina Federal Credit Union**
1317 W. Warner
Santa Ana, CA 92704
(714) 754-7675

Account #: 11538-01
Account Name: Santa Ana College Foundation

Type: Regular Savings Share
Purpose of Account: Deposited \$1.00 to this account when the cd account was opened. It is the credit union requirement to have this account open at all times.

Authorized Signatures: Simon B. Hoffman Vice President, Admin Svcs
Christina Romero Foundation Director

Signatures Required: Phone call and password

40 Bank Name/Address: **Comunidad Latina Federal Credit Union**
1317 W. Warner
Santa Ana, CA 92704
(714) 754-7675

Account #: 11538-41

Account Name: Santa Ana College Foundation

Type: 24 Month CD (maturity date: 9/9/2020)

Purpose of Account: To hold General Operating Unrestricted Funds for short-term investment.

Authorized Signatures: Simon B. Hoffman Vice President, Admin Svcs
Christina Romero Foundation Director

Signatures Required: Phone call and password

41 Bank Name/Address: **Comunidad Latina Federal Credit Union**
1317 W. Warner
Santa Ana, CA 92704
(714) 754-7675

Account #: 11538-42

Account Name: Santa Ana College Foundation

Type: 12 Month CD (maturity date: 11/29/2019)

Purpose of Account: To hold General Operating Unrestricted Funds for short-term investment.

Authorized Signatures: Simon B. Hoffman Vice President, Admin Svcs
Christina Romero Foundation Director

Signatures Required: Phone call and password

42 Bank Name/Address: **Union Bank**
500 South Main Street
Orange, CA 92868
(714) 565-5500

Account #: 0083662577

Account Name: Santa Ana College Foundation

Type: Money Market
 Purpose of Account: To hold funds for short-term investment.

Authorized Signatures: Linda D. Rose President
 Simon B. Hoffman Vice President, Admin Svcs
 Vaniethia Hubbard Vice President, Student Services
 Christina Romero Foundation Director

Signatures Required: Phone call and password

43 Bank Name/Address: **Union Bank**
 500 South Main Street
 Orange, CA 92868
 (714) 565-5500

Account #: 0053049870
 Account Name: Santa Ana College Foundation
 Type: Business Checking
 Purpose of Account: Serves as secondary depository account for donor contributions and disbursements.

Authorized Signatures: Linda D. Rose President
 Simon B. Hoffman Vice President, Admin Svcs
 Vaniethia Hubbard Vice President, Student Services
 Christina Romero Foundation Director

Signatures Required: 2

Santiago Canyon College Foundation Accounts

44 Bank Name/Address: **SchoolsFirst Federal Credit Union**
 P. O. Box 11547
 Santa Ana, CA 92711-1547
 (714) 258-4000

Account #: 285452
 Account Name: Santiago Canyon College Foundation
 Type: Checking, Savings and Money Market
 Purpose of Account: Serves as a depository account for donor contributions to temporary restricted programs (Scholarships) and unrestricted programs; Also disbursements for Scholarship payments to students and other Foundation operational expenditures are handled through this account. (Funds from any account in SFFCU get transferred to this account before a check is issued).

Authorized Signatures: John Hernandez President

Syed Rizvi Vice President Student Services
Arleen Satele Vice President Admin Services
Sheena Tran Asst. Dean Financial Aid, Scholarships
Signatures Required: Phone call and password

45 Bank Name/Address: **Charles Schwab & Co.**
c/o Payden & Rygel
333 South Grand Ave
Los Angeles, CA 90071
(213) 625-1900
Account #: 5475-7641
Account Name: Santiago Canyon College Foundation – Unrestricted Operating
Type: Investment Account
Purpose of Account: Long Term Investment account that holds unrestricted funds.

Authorized Signatures: Syed Rizvi Executive Director
Tristan DeMers Foundation Treasurer
Signatures Required: Phone call and password

46 Bank Name/Address: **Charles Schwab & Co.**
c/o Payden & Rygel
333 South Grand Ave
Los Angeles, CA 90071
(213) 625-1900
Account #: 8908-3312
Account Name: Santiago Canyon College Foundation Short Term Unrestr. Pool
Type: Investment Account
Purpose of Account: Liquid funds for short-term needs.

Authorized Signatures: Syed Rizvi Executive Director
Tristan DeMers Foundation Treasurer
Signatures Required: Phone call and password

47 Bank Name/Address: **Charles Schwab & Co.**
c/o Payden & Rygel
333 South Grand Ave
Los Angeles, CA 90071
(213) 625-1900
Account #: 5526-9841
Account Name: Santiago Canyon College Foundation Pooled Scholarships
Type: Investment Account

Purpose of Account: Long Term Investment account that holds Invested Restricted Scholarship funds.

Authorized Signatures: Syed Rizvi Executive Director
Tristan DeMers Foundation Treasurer

Signatures Required: Phone call and password

-----end of listing-----

ADOPTED, SIGNED AND APPROVED this 15th day of July, 2019.

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

I, Zeke Hernandez, Clerk of the Board of Trustees of Rancho Santiago Community College District, do hereby certify that the foregoing Resolution was adopted by the Board of said District at a meeting of said Board held on the 15th day of July, 2019, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Zeke Hernandez, Clerk of the Board of
Trustees of Rancho Santiago Community
College District

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

To:	Board of Trustees	Date: July 15, 2019
Re:	Adoption of Resolution No. 19-18 authorizing the issuance and sale of Santa Ana College SFID No. 1 Series C General Obligation Bonds in an amount not to exceed \$56,815,000	
Action:	Request for Approval	

BACKGROUND

Measure Q was passed by voters in November 2012 to fund capital projects at Santa Ana College with a total of \$198,000,000 in authorization. The district issued the first general obligation bonds authorized by Measure Q Series A in the amount of \$70,585,000 in October 2014 and Series B in the amount of \$70,600,000 in December 2017. Based upon the expected cash flow needs, the district is now preparing for the third and final issuance, Series C, in the remaining amount of \$56,815,000 in August 2019.

ANALYSIS

Resolution 19-18 authorizes the issuance and sale of Measure Q Series C bonds, in an amount not to exceed \$57 million, of the Santa Ana College Facilities Improvement District No. 1 of the Rancho Santiago Community College District.

Attached are copies of the following documents:

1. Resolution No. 19-18 Authorizing Issuance and Sale of Bonds
2. Contract of Purchase with the Underwriter -draft
3. Preliminary Official Statement (POS) – draft

These documents have been reviewed and prepared by bond counsel Graham Beck of Nixon Peabody. The Contract Purchase agreement and Official Statement (OS) will be completed and executed upon bond pricing and sale.

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution No. 19-18 authorizing the issuance and sale of Santa Ana College SFID No. 1 Series C bonds in an amount not to exceed \$56,815,000 and supporting documents as presented.

Fiscal Impact:	Not applicable	Board Date: July 15, 2019
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

Resolution No. 19-18

**RESOLUTION OF THE BOARD OF TRUSTEES
OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, ACTING AS THE
LEGISLATIVE BODY FOR SANTA ANA COLLEGE IMPROVEMENT DISTRICT
NO. 1 OF THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT,
AUTHORIZING THE ISSUANCE AND SALE OF
SANTA ANA COLLEGE IMPROVEMENT DISTRICT NO. 1 OF RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT GENERAL OBLIGATION BONDS, ELECTION
OF 2012, 2019 SERIES C, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO
EXCEED \$56,815,000, AND APPROVING CERTAIN OTHER MATTERS RELATING
TO SAID BONDS**

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**RESOLUTION OF THE BOARD OF TRUSTEES
OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, ACTING AS THE
LEGISLATIVE BODY FOR SANTA ANA COLLEGE IMPROVEMENT DISTRICT
NO. 1 OF THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT,
AUTHORIZING THE ISSUANCE AND SALE OF
SANTA ANA COLLEGE IMPROVEMENT DISTRICT NO. 1 OF RANCHO
SANTIAGO COMMUNITY COLLEGE DISTRICT GENERAL OBLIGATION BONDS,
ELECTION OF 2012, 2019 SERIES C, IN AN AGGREGATE PRINCIPAL AMOUNT
NOT TO EXCEED \$56,815,000, AND APPROVING CERTAIN OTHER MATTERS
RELATING TO SAID BONDS**

WHEREAS, the Rancho Santiago Community College District (the “**College District**”) is a community college district organized and operating within the County of Orange (the “**County**”) pursuant to the laws of the State of California (the “**State**”), including, but not limited to, the State Constitution and the California Education Code (the “**Education Code**”); and

WHEREAS, the College District has, pursuant to Chapter 2 of Part 10 of the Education Code, commencing with Section 15300, formed Santa Ana College Improvement District No. 1 of the Rancho Santiago Community College District (the “**Improvement District**”) pursuant to State law (the “**Formation Proceedings**”) to include a certain specified portion of the territory within the College District, as shown on maps on file with the Recorder of the County; and

WHEREAS, a duly called election was held in the Improvement District on November 6, 2012 (the “**2012 Election**”), and thereafter canvassed pursuant to law; and

WHEREAS, at the 2012 Election, there was submitted to and approved by the requisite fifty-five percent (55%) vote of the qualified electors of the Improvement District a question as to the issuance and sale of general obligation bonds of the Improvement District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of \$198,000,000 payable from the levy of an *ad valorem* tax against the taxable property in the Improvement District (the “**Authorization**”); and

WHEREAS, the College District, acting as the legislative body of the Improvement District, has previously issued and sold \$141,185,000 aggregate principal amount of its general obligation bonds under the Authorization, leaving a total of \$56,815,000 in bonds unissued thereunder; and

WHEREAS, the Board of Trustees of the College District (the “**Governing Board**”), acting as the legislative body for the Improvement District, has now determined that the College District has a requirement for the construction, improvement, furnishing and equipping of certain of its public facilities, as provided for in the Authorization (collectively, the “**Projects**”) and desires to issue General Obligation Bonds, Election of 2012, 2019 Series C (the “**Bonds**”) of the Improvement District; and

WHEREAS, this Governing Board has determined that it is desirable to sell the Bonds pursuant to a negotiated underwriting to Piper Jaffray & Co., as underwriter (the

“Underwriter”), pursuant to a Contract of Purchase (as defined herein), a form of which has been submitted to this meeting of the Governing Board and is on file with the Clerk of the Governing Board (the “Clerk”); and

WHEREAS, a form of the preliminary official statement (the “**Preliminary Official Statement**”) relating to the Bonds has been submitted to this meeting of the Governing Board and is on file with the Clerk; and

WHEREAS, a form of continuing disclosure undertaking (the “**Continuing Disclosure Undertaking**”), attached as Appendix D to the Preliminary Official Statement, has been submitted to this meeting of the Governing Board and is on file with the Clerk; and

WHEREAS, this Governing Board desires that the Treasurer and Tax Collector of the County (the “**Treasurer**”) should levy and collect an *ad valorem* property tax on all taxable property within the Improvement District sufficient to provide for payment of the Bonds, and intends by the adoption of this Resolution to notify the Board of Supervisors of the County, the Auditor-Controller of the County (the “**Auditor-Controller**”), the Treasurer and other officials of the County that they should take such actions as shall be necessary to provide for the levy and collection of such tax and payment of the Bonds; and

WHEREAS, this Governing Board recognizes that Senate Bill No. 222 (Chapter 78, Statutes of 2015) (“**SB222**”), which provides for a statutory lien on the Pledged Moneys (as defined herein) when collected by the County (but not on real property of homeowners in the College District) to secure repayment of general obligation bonds, was passed by the legislature and approved by the Governor and became effective January 1, 2016; and

WHEREAS, the pledge included in this Resolution to secure payment of the Bonds is intended to be a consensual agreement with the registered owners of the Bonds; and

WHEREAS, Senate Bill 450 (Chapter 625, Statutes of 2017) (“**SB 450**”) requires that the Governing Board obtain and disclose good faith estimates from a municipal advisor, underwriter or private lender, prior to the authorization of the Bonds, the following good faith estimates of certain information provided to the District by the Municipal Advisor: (a) the true interest cost of the Bonds is estimated to be 4.00%, (b) the finance charge, or amount paid to third parties (which includes Underwriter’s discount) in connection with the sale, of the Bonds is estimated to be \$448,000, (c) the amount of proceeds received by the District from the sale of the Bonds is expected to be \$56,367,000, and (d) the sum total of all payments the District will make to the final maturity of the Bonds is expected to be \$79,900,000; and

WHEREAS, all acts, conditions and other matters required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the Improvement District, and the indebtedness of the Improvement District, including this proposed issue of the Bonds, is within all limits prescribed by law;

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Governing Board of the College District, on behalf of the College District and acting as the legislative body for the Improvement District, as follows:

SECTION 1. Definitions. Capitalized terms used but not defined herein shall have the meanings set forth in the Recitals hereto. Additionally, the following terms shall for all purposes of this Resolution have the following meanings:

“Authorized Investments” shall mean the County Investment Pool, the County Educational Investment Pool (or other investment pools of the County into which the District may lawfully invest its funds), any investment authorized pursuant to Government Code Sections 16429.1, 53601 and 53635, or any investment authorized in the Official Statement.

“Authorized Officer” and “Authorized Officers” shall mean the officers of the College District, including the Chancellor, the Vice Chancellor, Business Operations and Fiscal Services and their authorized representatives, and the President and Clerk of the Governing Board.

“Authorizing Law” shall mean, collectively, (i) Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code of the State, as amended; (ii) applicable provisions of the Education Code of the State, as amended, and (ii) Article XIII A of the California Constitution.

“Board of Supervisors” shall mean the Board of Supervisors of the County.

“Bond Counsel” shall mean Nixon Peabody LLP or any other firm that is a nationally recognized bond counsel firm.

“Bond Register” shall mean the books referred to in Section 16 of this Resolution.

“Building Fund” shall mean the Building Fund of the Improvement District, established at the direction of the College District and administered by the County Office of Education.

“Business Day” shall mean a day which is not a Saturday, Sunday or a day on which banking institutions in the State or the State of New York and the New York Stock Exchange are authorized or required to be closed.

“Chancellor” shall mean the Chancellor of the College District.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Contract of Purchase” shall mean the Contract of Purchase by and between the College District, on behalf of the Improvement District, and the Underwriter relating to the Bonds.

“Costs of Issuance” shall mean all of the authorized costs of issuing the Bonds as described in the Authorizing Law, including but not limited to, all printing and document preparation expenses in connection with this Resolution, the Bonds and the Preliminary Official Statement and the Official Statement pertaining to the Bonds and any and all other agreements, instruments, certificates or other documents prepared in connection therewith; rating agency fees; auditor’s fees; CUSIP service bureau charges; legal fees and expenses of counsel with respect to the financing, including the fees and expenses of Bond Counsel and Disclosure Counsel; the fees and expenses of the Municipal Advisor; the fees and expenses of the Paying Agent; fees for credit enhancement (if any) relating to the Bonds; and other fees and expenses

incurred in connection with the issuance of the Bonds, to the extent such fees and expenses are approved by the College District.

“County” shall mean Orange County, California.

“County Office of Education” shall mean the Office of Education of the County and such other persons as may be designated by the County Office of Education to perform the operational and disbursement functions hereunder.

“Disclosure Counsel” shall mean Nixon Peabody LLP, in its capacity as disclosure counsel to the College District and the Improvement District with respect to the Bonds.

“Debt Service” shall have the meaning given to that term in Section 18 of this Resolution.

“Debt Service Fund” shall mean the Debt Service Fund established pursuant to Section 18 of this Resolution.

“Depository” shall mean DTC and its successors and assigns or if (a) the then-acting Depository resigns from its functions as securities depository for the Bonds, or (b) the College District discontinues use of the Depository pursuant to this Resolution, any other securities depository which agrees to follow procedures required to be followed by a securities depository in connection with the Bonds.

“DTC” shall mean The Depository Trust Company, and its successors and assigns.

“EMMA” shall mean the Electronic Municipal Market Access website of the MSRB, currently located at <http://emma.msrb.org>.

“Excess Earnings Fund” shall mean the Excess Earnings Fund established pursuant to Section 20 of this Resolution.

“Fiscal Year” shall mean the twelve-month period commencing on July 1 of each year and ending on the following June 30 or any other fiscal year selected by the College District.

“Information Services” shall mean EMMA and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other services providing information with respect to called bonds as the College District may designate in a certificate of the College District, acting on behalf of the Improvement District, delivered to the Paying Agent.

“Interest Payment Date” shall mean with respect to any Bond, February 1 and August 1 in each year, commencing on February 1, 2020, or as otherwise specified in the Contract of Purchase.

“Moody’s” shall mean Moody’s Investors Service, its successors and assigns, except that if such corporation shall no longer perform the functions of a securities rating agency for any reason, the term “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency selected by the College District.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive the reports described in the Continuing Disclosure Undertaking. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through EMMA.

“Municipal Advisor” shall mean Cooperative Strategies, LLC.

“Nominee” shall mean the nominee of the Depository which may be the Depository, as determined from time to time by the Depository.

“Nonarbitrage Certificate” shall mean the Tax and Nonarbitrage Certificate of the College District and the Improvement District delivered in connection with the issuance of the Bonds.

“Official Statement” shall mean the final official statement of the College District describing the Bonds.

“Outstanding,” when used with reference to the Bonds, shall mean, as of any date, Bonds theretofore issued or thereupon being issued under this Resolution except:

- (i) Bonds canceled at or prior to such date;
- (ii) Bonds in lieu of or in substitution for which other Bonds shall have been delivered pursuant to Section 14 hereof;
- (iii) Bonds for the payment or redemption of which funds or eligible securities in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Bonds), in accordance with Section 43 of this Resolution.

“Owner” shall mean the registered owner, as indicated in the Bond Register, of any Bond.

“Participant” shall mean a member of or participant in the Depository.

“Paying Agent” shall mean the paying agent designated pursuant to Section 32 hereof.

“Pledged Moneys” shall have the meaning given to that term in Section 19 of this Resolution.

“Principal” or “Principal Amount” shall mean, as of any date of calculation, with respect to any Bond, the principal amount thereof.

“Projects” shall include the capital improvements further described in Section 7 of this Resolution and delineated in the ballot presented to and approved by the voters of the Improvement District at the 2012 Election.

“Project Costs” shall mean all of the expenses of and incidental to the construction, acquisition, equipping or furnishing of the Projects to be funded with the proceeds of the Bonds.

“Record Date” shall mean the close of business on the fifteenth calendar day of the month next preceding an Interest Payment Date.

“Regulations” shall mean the regulations of the United States Department of the Treasury proposed or promulgated under Sections 103 and 141 through 150 of the Code which by their terms are effective with respect to the Bonds and similar Treasury Regulations to the extent not inconsistent with Sections 103 and 141 through 150 of the Code, including regulations promulgated under Section 103 of the Internal Revenue Code of 1954, as amended.

“S&P” shall mean S&P Global Ratings, a Standard & Poor’s Financial Services LLC business, its successors and assigns, except that if such corporation shall no longer perform the functions of a securities rating agency for any reason, the term “S&P” shall be deemed to refer to any other nationally recognized securities rating agency selected by the College District.

“Securities Depositories” shall mean The Depository Trust Company, 55 Water Street, New York, New York 10041, Facsimile transmission: (212) 785-9681, (212) 855-3215, and, in accordance with then-current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the College District may designate in a certificate delivered to the Paying Agent.

“Supplemental Resolution” shall mean any resolution supplemental to or amendatory of this Resolution, adopted by the College District in accordance with Section 40 or Section 41 hereof.

“Term Bond” shall mean any Bond which, by its terms, has a single maturity but is subject to mandatory sinking fund redemption prior to the date of such maturity.

“Transfer Amount” shall mean, with respect to any Bond, the aggregate Principal Amount thereof.

“Underwriter” shall mean Piper Jaffray & Co.

SECTION 2. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and vice versa. Except where the context otherwise requires, words importing the singular shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

SECTION 3. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of the Authorizing Law.

SECTION 4. Resolution to Constitute Contract. In consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued hereunder by those who shall own the same from time to time, this Resolution shall be deemed to be and shall constitute a contract among the Improvement District and the Owners from time to time of the

Bonds; and the pledge made in this Resolution shall be for the equal benefit, protection and security of the Owners of any and all of the Bonds, all of which, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof.

SECTION 5. Approval of Documents; Determination of Method of Sale and Terms of Bonds.

(A) The Authorized Officers, in consultation with Bond Counsel, the Municipal Advisor and the other officers of the College District, are, and each of them acting alone is, hereby authorized and directed to issue and deliver the Bonds and to establish the initial aggregate principal amount thereof; provided, however, that such initial aggregate principal amount shall not exceed \$56,815,000.

(B) The form of the Contract of Purchase is hereby approved. The Authorized Officers are, and each of them acting alone is, authorized and directed to execute and deliver the Contract of Purchase to the Underwriter for and in the name and on behalf of the Improvement District, with such additions, changes or corrections therein as the Authorized Officer executing the same on behalf of the Improvement District may approve, in his or her discretion, as being in the best interests of the Improvement District including, without limitation (i) such changes as are necessary to reflect the final terms of the Bonds to the extent such terms differ from those set forth in this Resolution, such approval to be conclusively evidenced by such Authorized Officer's execution thereof and (ii) any other documents required to be executed thereunder. The Authorized Officers are, and each of them acting alone is, hereby authorized to negotiate with the Underwriter the terms, maturities, interest rates and series of the Bonds and the purchase price of the Bonds to be paid by the Underwriter, which purchase price shall reflect an Underwriter's discount of not more than 0.425% (not including original issue discount and any costs of issuance paid by the Underwriter) of the principal amount thereof. The interest rate on the Bonds shall not exceed the maximum allowed under law. All Principal of the Bonds shall be payable within 30 years of the date of issuance of the Bonds.

(C) The form of the Continuing Disclosure Undertaking included as an Appendix to the Preliminary Official Statement is hereby approved. The Authorized Officers are, and each of them acting alone is, hereby authorized to execute and deliver the Continuing Disclosure Undertaking on behalf of the College District, with such changes therein as the Authorized Officer executing the same on behalf of the College District may approve, in his or her discretion, as being in the best interests of the College District, such approval to be conclusively evidenced by such Authorized Officer's execution thereof, and any other documents required to be executed thereunder, and to deliver the same to the Underwriter. The College District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this Resolution, failure of the College District to comply with the Continuing Disclosure Undertaking shall not be considered an event of default and shall not be deemed to create any monetary liability on the part of the College District to any other persons, including Owners of the Bonds.

(D) The form of the Preliminary Official Statement is hereby approved. This Governing Board also hereby authorizes the use and distribution by the Underwriters of: (a) the Preliminary Official Statement with such changes as the Authorized Officer executing the certificate described below may approve, such approval to be conclusively evidenced by such Authorized Officer's execution of such certificate; and (b) an Official Statement in substantially the form of the Preliminary Official Statement with such changes as may be necessary or desirable in connection with the sale of the Bonds as determined by the Authorized Officer executing the Official Statement, such determination to be conclusively evidenced by the execution and delivery of the Official Statement by such Authorized Officer; and (c) any amendments or supplements to the Preliminary Official Statement or the Official Statement which an Authorized Officer may deem necessary or desirable, such determination to be conclusively evidenced by the execution of such amendment or supplement or of a certificate as described below by such Authorized Officer. The Authorized Officers are, and each of them acting alone hereby is, authorized to approve such additions, deletions or changes to the Preliminary Official Statement and Official Statement, as are necessary or desirable to effect the purposes of this Resolution and to comply with applicable laws and to deliver copies of the Preliminary Official Statement and the Official Statement. The Authorized Officers also are, and each of them acting alone hereby is, authorized to determine whether any Preliminary Official Statement and/or Official Statement, and any amendments or supplements thereto, shall be used in connection with the sale of the Bonds. Upon approval of the Preliminary Official Statement by such Authorized Officer as evidenced by execution of a certificate substantially in the form of Exhibit B attached hereto and by this reference incorporated herein, with such changes as may be necessary or desirable, the Preliminary Official Statement shall be deemed final as of its date except for the omission of certain information as provided in and pursuant to Rule 15c2-12 promulgated under the Securities Exchange Act of 1934.

(E) This Governing Board also hereby authorizes the preparation of a paying agent agreement in connection with the Bonds, in such form as shall be determined by an Authorized Officer, such determination to be conclusively evidenced by the execution and delivery of the paying agent agreement by such Authorized Officer.

SECTION 6. Authorization of Officers. The Authorized Officers are, and each of them acting alone is, hereby authorized to execute any and all certifications and documents and do and perform any and all acts and things, from time to time, consistent with this Resolution and necessary or appropriate to carry the same into effect and to carry out its purposes.

SECTION 7. Use of Bond Proceeds. The proceeds of the Bonds shall be used for (a) the financing of the acquisition, construction, furnishing and equipping of facilities for some or all of the Projects authorized at the 2012 Election, the bond proposition and project list approved at which shall be incorporated herein by this reference as though fully set forth in this Resolution, (b) the payment of capitalized interest on the Bonds, and (c) the payment of the Costs of Issuance of the Bonds the Bonds.

SECTION 8. Designation and Form; Payment.

(A) An issue of Bonds in one or more series entitled to the benefit, protection and security of this Resolution is hereby authorized in an aggregate principal amount not to exceed \$56,815,000. Such Bonds shall be general obligations of the Improvement District, payable as to Principal, premium, if any, and interest from *ad valorem* taxes to be levied upon all of the taxable property in the Improvement District. The Bonds shall be designated the “**Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District General Obligation Bonds, Election of 2012, 2019 Series C.**” The Bonds may be issued as current interest bonds, may be issued as serial bonds or Term Bonds, and shall be subject to redemption as set forth in the Contract of Purchase, subject to the provisions of this Resolution. The Authorized Officers are, and each of them acting alone is, hereby authorized, upon consultation with the Municipal Advisor, the Underwriter and Bond Counsel, to determine whether the interest on the Bonds, or on any series of Bonds, shall be subject to federal income taxes or exempt from federal income taxes.

(B) The form of the Bonds shall be substantially in conformity with the standard form of registered general obligation bonds, a copy of which is attached hereto as Exhibit A hereto and incorporated herein by this reference, with such changes as are necessary to reflect the final terms of the Bonds.

(C) Principal of, premium, if any, and interest on any Bond are payable in lawful money of the United States of America. Principal and premium, if any, of the Bonds is payable upon surrender thereof at maturity or earlier redemption at the office designated by the Paying Agent.

SECTION 9. Description of the Bonds.

(A) The Bonds shall be issued in fully registered form, in denominations of \$5,000 or any integral multiple thereof. The Bonds shall be dated and shall mature on the dates, in the years and in the Principal Amounts, and interest shall be computed at the rates, set forth in the Contract of Purchase.

(B) Interest on each Bond, if any, shall accrue from its dated date as set forth in the Contract of Purchase. Interest on the Bonds shall be computed using a year of 360 days comprised of twelve 30-day months and shall be payable on each Interest Payment Date to the Owner thereof appearing on the Bond Register as of the close of business on the Record Date. Interest with respect to each Bond will be payable from the Interest Payment Date next preceding the date of registration thereof, unless (i) it is registered after the close of business on any Record Date and before the close of business on the immediately following Interest Payment Date, in which event interest thereon shall be payable from such following Interest Payment Date; or (ii) it is registered prior to the close of business on the first Record Date, in which event interest shall be payable from its dated date; provided, however, that if at the time of registration of any Bond, interest thereon is in default, interest with respect thereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment. Payments of interest on the Bonds will be made on each Interest Payment Date by check or draft of the Paying Agent sent by first-class mail, postage prepaid, to the Owner thereof appearing on

the Bond Register on the Record Date, or by wire transfer to any Owner of \$1,000,000 aggregate principal amount or more of such Bonds, to the account specified by such Owner in a written request delivered to the Paying Agent on or prior to the Record Date for such Interest Payment Date; provided, however, that payments of defaulted interest shall be payable to the person in whose name such Bond is registered at the close of business on a special record date fixed therefor by the Paying Agent which shall not be more than fifteen days and not less than ten days prior to the date of the proposed payment of defaulted interest.

SECTION 10. Tax Covenants. In order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds, the College District and the Improvement District hereby covenant to comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Code. In furtherance of these covenants, the College District and the Improvement District agree to comply with the covenants contained in the Nonarbitrage Certificate. The College District and the Improvement District hereby agree to deliver instructions to the Paying Agent as may be necessary in order to comply with the Nonarbitrage Certificate.

SECTION 11. Reimbursement of Qualified Project Expenditures. It is the intent of the Governing Board to authorize the sale of the Bonds, in a total maximum aggregate principal amount not to exceed \$56,815,000 to finance the Projects. The Governing Board expects that it will need to expend some of its general fund moneys on costs of the Projects (the “**Reimbursable Expenditures**”) prior to the date of delivery of the Bonds. Pursuant to Section 1.150-2 of the Treasury Regulations, the Governing Board wishes to declare its reasonable official intent to reimburse such Reimbursable Expenditures with proceeds of such Bonds. The Governing Board expects to allocate the proceeds of the Bonds to reimburse each of the Reimbursable Expenditures no later than eighteen months after the later of (i) the date on which the original expenditure was paid or (ii) the date on which the Projects financed by such expenditure were placed in service (or abandoned), but in no event later than three years after the date on which the original expenditure was paid. Except as permitted by Section 1.150-2 of the Treasury Regulations, none of the Reimbursable Expenditures covered by this Resolution will be paid earlier than 60 days prior to the date the Resolution was adopted.

At the time of any such reimbursement, the reimbursement will be evidenced in a writing that identifies the allocation of the proceeds of the Bonds by the Improvement District to the College District for the purpose of reimbursing the College District for the Reimbursable Expenditures made prior to the issuance of the Bonds. Neither the College District nor the Improvement District will, within one (1) year of the reimbursement allocation, use the proceeds of the Bonds received in the reimbursement allocation in a manner that will result in the creation of replacement proceeds of the Bonds or another issue (e.g., neither the College District nor the Improvement District pledge or use the proceeds received for the payment of debt service on the Bonds or another issue), except that the proceeds of the Bonds can be deposited in a bona fide debt service fund. This Resolution is intended to be a “**declaration of official intent**” in accordance with Section 1.150-2 of the Treasury Regulations.

SECTION 12. Book-Entry System.

(A) The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds. Separate Bonds may be issued to represent Bonds maturing in the same years, if any.

Upon initial issuance, the ownership of each such global Bond shall be registered in the Bond Register in the name of the Nominee as nominee of the Depository. Except as provided in subsection (C) hereof, all of the Outstanding Bonds shall be registered in the Bond Register in the name of the Nominee and the Bonds may be transferred, in whole but not in part, only to the Depository, to a successor Depository or to another nominee of the Depository or of a successor Depository. Each Bond shall bear a legend describing restrictions on transfer, as may be prescribed by the Depository.

With respect to Bonds registered in the Bond Register in the name of the Nominee, the College District and the Improvement District shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds a beneficial interest in the Bonds. Without limiting the immediately preceding sentence, the College District and the Improvement District shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any beneficial ownership interest in the Bonds, (ii) the delivery to any Participant, beneficial owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any Redemption Notice (as defined in Section 28 below), (iii) the selection by the Depository and the Participants of the beneficial interests in the Bonds to be redeemed in part, or (iv) the payment to any Participant, beneficial owner or any other person, other than the Depository, of any amount with respect to Principal of, premium, if any, and interest on the Bonds. The College District, the Improvement District and the Paying Agent may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute Owner of such Bond for the purpose of payment of Principal of, premium, if any, and interest on such Bond, for the purpose of giving Redemption Notices and other notices with respect to such Bond, and for all other purposes whatsoever, including, without limitation, registering transfers with respect to the Bonds.

The Paying Agent shall pay all Principal of, premium, if any, and interest on the Bonds only to the respective Owners, as shown in the Bond Register, and all such payments shall be valid hereunder with respect to payment of Principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a Bond evidencing the obligation to make payments of Principal of, premium, if any, and interest, pursuant to this Resolution. Upon delivery by the Depository to the Paying Agent and the College District or the Improvement District of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions hereof with respect to Record Dates, the word Nominee in this Resolution shall refer to such new nominee of the Depository.

(B) In order to qualify the Bonds for the Depository's book-entry system, the Improvement District is hereby authorized to execute and deliver to such Depository a letter from the Improvement District representing such matters as shall be necessary to so qualify the

Bonds (the “**Representation Letter**”). The execution and delivery of the Representation Letter shall not in any way limit the provisions of subsection (A) hereof or in any other way impose upon the College District or the Improvement District any obligation whatsoever with respect to persons having beneficial interests in the Bonds other than the Owners, as shown in the Bond Register. In addition to the execution and delivery of the Representation Letter, the Improvement District, and its Authorized Officers are hereby authorized to take any other actions, not inconsistent with this Resolution, to qualify the Bonds for the Depository’s book-entry program.

(C) If at any time the Depository notifies the College District or the Improvement District that it is unwilling or unable to continue as Depository with respect to the Bonds or if at any time the Depository shall no longer be registered or in good standing under the Securities Exchange Act or other applicable statute or regulation and a successor Depository is not appointed by the College District within 90 days after the College District or the Improvement District receives notice or become aware of such condition, as the case may be, subsection (A) hereof shall no longer be applicable and the College District shall cause the issuance of bonds representing the Bonds as provided below. In addition, the College District or the Improvement District may determine at any time that the Bonds shall no longer be lodged with a Depository and that the provisions of subsection (A) hereof shall no longer apply to the Bonds. In any such event the College District and the Improvement District shall cause the execution and delivery of certificated securities representing the Bonds as provided below. Bonds issued in exchange for global bonds pursuant to this subsection (C) hereof shall be registered in such names and delivered in such denominations as the Depository shall instruct the College District or the Improvement District. The College District or the Improvement District shall cause delivery of such certificated securities representing the Bonds to the persons in whose names such Bonds are so registered.

If the College District or the Improvement District determines to replace the Depository with another qualified securities depository, the College District or the Improvement District shall prepare or cause to be prepared a new fully registered global bond for each of the maturities of Bonds, registered in the name of such successor or substitute securities depository or its nominee, or make such other arrangements as are acceptable to the College District or the Improvement District and such securities depository and not inconsistent with the terms of this Resolution.

(D) Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of the Nominee, all payments with respect to Principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the Representation Letter or as otherwise instructed by the Depository.

(E) The initial Depository under this Resolution shall be DTC. The initial Nominee shall be Cede & Co., as nominee of DTC.

SECTION 13. Execution of the Bonds.

(A) The Bonds shall be issued by the Improvement District in the manner required by the Authorizing Law. In case any one or more of the Authorized Officers who shall have signed any of the Bonds shall cease to be an Authorized Officer before the Bonds signed on behalf of the Improvement District shall have been issued, such Bonds may, nevertheless, be issued, as herein provided, as if the Authorized Officers who signed such Bonds had not ceased to hold such offices. Any of the Bonds may be signed on behalf of the Improvement District by such persons as at the time of the execution of such Bonds shall be duly authorized to hold or shall hold the proper offices in the College District or the Improvement District, although at the date borne by the Bonds such persons may not have been so authorized or have held such offices.

(B) The Bonds shall bear thereon a certificate of authentication executed manually by the Paying Agent. Only such Bonds as shall bear thereon such certificate of authentication duly executed by the Paying Agent shall be entitled to any right or benefit under this Resolution and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Paying Agent. Such certificate of the Paying Agent upon any Bond shall be conclusive evidence that the Bond so authorized has been duly authenticated and delivered under this Resolution and that the Owner thereof is entitled to the benefit of this Resolution.

SECTION 14. Transfer and Exchange. The registration of any Bond may be transferred upon the Bond Register upon surrender of such Bond to the Paying Agent. Such Bond shall be endorsed or accompanied by delivery of the written instrument of transfer shown in one of the Exhibits hereto, duly executed by the Owner or such Owner's duly authorized attorney, and payment of such reasonable transfer fees as the Paying Agent may establish. Upon such registration of transfer, a new Bond or Bonds, of like tenor and maturity in the same Principal Amount and in authorized denominations, will be executed and delivered to the transferee in exchange therefor.

The Paying Agent shall deem and treat the person in whose name any Outstanding Bond shall be registered upon the Bond Register as the absolute owner of such Bond, whether the Principal of and premium, if any, or interest on such Bond shall be overdue or not, for the purpose of receiving payment of Principal, premium, if any, and interest with respect to such Bond and for all other purposes, and any such payments so made to any such Owner or upon his order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and the College District, the Improvement District or the Paying Agent shall not be affected by any notice to the contrary.

Bonds may be exchanged at the office of the Paying Agent for Bonds of like tenor, maturity or Principal Amount. All Bonds surrendered in any such exchange shall thereupon be cancelled by the Paying Agent. The Paying Agent may charge the Owner a reasonable sum for each new Bond executed and delivered upon any exchange (except in the case of the first exchange of any Bond in the form in which it is originally delivered, for which no charge shall be imposed) and the Paying Agent may require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

The Paying Agent shall not be required to register the transfer or exchange of any Bond (i) during the period beginning at the close of business on any Record Date through the close of business on the immediately following Interest Payment Date, or (ii) that has been called or is subject to being called for redemption, during a period beginning at the opening of business 15 days before any selection of Bonds to be redeemed through the close of business on the applicable redemption date, except for the unredeemed portion of any Bond to be redeemed only in part.

SECTION 15. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated, the Paying Agent, at the expense of the Owner, shall deliver a new Bond of like date, interest rate, maturity, Transfer Amount and tenor as the Bond so mutilated in exchange and substitution for such mutilated Bond, upon surrender and cancellation thereof. All Bonds so surrendered shall be cancelled. If any Bond shall be destroyed, stolen or lost, evidence of such destruction, theft or loss may be submitted to the Paying Agent and if such evidence is satisfactory to the Paying Agent that such Bond has been destroyed, stolen or lost, and upon furnishing the Paying Agent with indemnity satisfactory to the Paying Agent and complying with such other reasonable regulations as the Paying Agent may prescribe and paying such expenses as the Paying Agent may incur, the Paying Agent shall, at the expense of the Owner, execute and deliver a new Bond of like date, interest rate, maturity, Transfer Amount and tenor in lieu of and in substitution for the Bond so destroyed, stolen or lost. Any new Bonds issued pursuant to this Section in substitution for Bonds alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the Improvement District, whether or not the Bonds so alleged to be destroyed, stolen or lost are at any time enforceable by anyone, and shall be equally secured by and entitled to equal and proportionate benefits with all other Bonds issued under this Resolution in any moneys or securities held by the Paying Agent for the benefit of the Owners of the Bonds.

SECTION 16. Bond Register. The Paying Agent shall keep or cause to be kept at its office sufficient books for the registration and registration of transfer of the Bonds. Upon presentation for registration of transfer, the Paying Agent shall, as above provided and under such reasonable regulations as it may prescribe subject to the provisions hereof, register or register the transfer of the Bonds, or cause the same to be registered or cause the registration of the same to be transferred, on such books. While the Bonds are held in the book-entry system, the Paying Agent is not required to keep the Bond Register.

SECTION 17. Unclaimed Money. All money which the Paying Agent shall have received from any source and set aside for the purpose of paying or redeeming any of the Bonds shall be held in trust for the respective Owners of such Bonds, but any money which shall be so set aside or deposited by the Paying Agent and which shall remain unclaimed by the Owners of such Bonds for a period of one year after the date on which any payment or redemption with respect to such Bonds shall have become due and payable shall be transferred to the general fund of the College District (the “**General Fund**”); provided, however, that the Paying Agent, before making such payment, shall cause notice to be mailed to the Owners of such Bonds, by first-class mail, postage prepaid, not less than 90 days prior to the date of such payment to the effect that said money has not been claimed and that after a date named therein any unclaimed balance of said money then remaining will be transferred to the General Fund of the College District.

SECTION 18. Application of Proceeds.

(A) Upon the sale of the Bonds and at the further written instruction of an Authorized Officer, the Treasurer is hereby directed to apply or deposit the designated net proceeds thereof, exclusive of accrued interest and any original issue premium, into a fund created and established and to be designated as the “Santa Ana College Improvement District No. 1 of the Rancho Santiago Community College District Election of 2012, 2019 Series C General Obligation Bonds Building Fund” (the “**Building Fund**”) and shall be kept separate and distinct from all other College District and Improvement District funds. The College District shall, from time to time, disburse or cause to be disbursed amounts from the Building Fund to pay the Project Costs. Amounts in the Building Fund shall be invested so as to be available for the aforementioned disbursements. The College District shall keep a written record of disbursements from the Building Fund. Any amounts that remain in the Building Fund following the completion of the related Projects shall be transferred to the Debt Service Fund to be used to pay Principal of, and premium, if any, and interest on the Bonds, subject to any conditions set forth in the Nonarbitrage Certificate. Proceeds of the Bonds held by the Treasurer shall be invested at the Treasurer’s sole discretion pursuant to law and the investment policy of Orange County.

(B) Accrued interest, if any, and except as shall otherwise be directed by the College District in accordance with applicable law, any original issue premium received by the College District from the sale of the Bonds, shall be kept separate and apart in the fund hereby created and established and to be designated as the “Santa Ana College Improvement District No. 1 of the Rancho Santiago Community College District Election of 2012, 2019 Series C General Obligation Bonds Debt Service Fund” (the “**Debt Service Fund**”) and used only for payment of Principal of and interest on the Bonds. Any excess proceeds of the Bonds not needed for the authorized purposes set forth herein for which the Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of the Principal of and interest on the Bonds. The Treasurer is directed to create any accounts and subaccounts in the Debt Service Fund as provided in the Nonarbitrage Certificate. All funds held in the Debt Service Fund shall be invested at the sole discretion of the Treasurer.

(C) All Pledged Moneys (defined below) shall be deposited upon collection by the County into the Debt Service Fund and used for the payment of the Principal of, premium, if any, and interest on the Bonds.

(D) On or before the Business Day immediately preceding each Interest Payment Date if the Paying Agent is not the Treasurer, and on the Interest Payment Date if the Paying Agent is the Treasurer, the College District shall transfer or cause to be transferred from the Debt Service Fund to the Paying Agent, an amount, in immediately available funds, sufficient to pay all the Principal of, premium, if any, and interest on the Bonds coming due (collectively, “**Debt Service**”) on such payment date. Debt Service on the Bonds shall be paid by the Paying Agent in the manner provided by law for the payment of Debt Service.

(E) The College District shall cause moneys to be transferred to the Excess Earnings Fund, to the extent needed to comply with the Nonarbitrage Certificate. Any amounts on deposit in the Debt Service Fund when there are no longer any Bonds Outstanding shall be

transferred to the General Fund of the College District subject to any conditions set forth in the Nonarbitrage Certificate.

(F) Certain proceeds of the Bonds may be applied to pay Costs of Issuance as provided in Section 21 below.

(G) Except as required to satisfy the requirements of Section 148(f) of the Code or to comply with the provisions of any Nonarbitrage Certificate, interest earned on the investment of monies held in the Debt Service Fund shall be retained in the Debt Service Fund and used to pay Principal of and interest on the Bonds when due.

SECTION 19. Payment of and Security for the Bonds. There shall be levied on all the taxable property in the Improvement District, in addition to all other taxes, a continuing direct *ad valorem* property tax annually during the period the Bonds are Outstanding in an amount sufficient, together with moneys on deposit in the Debt Service Fund and available for such purpose, to pay the Principal of and premium, if any, and interest on the Bonds as each becomes due and payable, which monies when collected will be placed in the Debt Service Fund of the Improvement District, which fund is irrevocably pledged for the payment of the Principal of and interest on the Bonds when and as the same fall due (the “**Pledged Moneys**”). When collected by the County, Pledged Moneys will be placed in the Debt Service Fund. The property taxes and amounts collected shall be immediately be subject to this pledge, and the pledge shall constitute a lien and security interest which shall immediately attach to the property taxes and amounts held in the Debt Service Fund when collected, to secure the payment of the Bonds and shall be effective, binding, and enforceable against the Improvement District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act. The tax levy may include an allowance for a reasonably required reserve in accordance with the Nonarbitrage Certificate, established for the purpose of ensuring that the tax or assessment actually collected is sufficient to pay the annual debt service requirements on the Bonds due in such fiscal year. The College District and the Improvement District each covenant to cause the County to take all actions necessary to levy such *ad valorem* property tax in accordance with this Section, and Section 15140 of the Education Code and Section 53508.7 of the Government Code.

Except as required below to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of moneys held in the Debt Service Fund shall be retained in the Debt Service Fund and used to pay Principal Amount of and interest on the Bonds when due.

The pledge is an agreement between the Improvement District and the Owners of the Bonds to provide security for the Bonds in addition to any statutory lien that may exist, and the Bonds and each of the other bonds secured by the pledge are or were issued to finance one or more of the projects specified in the applicable voter-approved measure.

SECTION 20. Establishment and Application of Excess Earnings Fund. There is hereby established in trust a special fund designated “Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District Election of 2012, 2019 Series C General Obligation Bonds Excess Earnings Fund” (the “**Excess Earnings Fund**”) which shall be held by the County Office of Education for the account of the Improvement District and which

shall be kept separate and apart from all other funds and accounts held hereunder. The College District shall transfer, or cause to be transferred, moneys to the Excess Earnings Fund in accordance with the provisions of the Nonarbitrage Certificate. Amounts on deposit in the Excess Earnings Fund shall only be applied to payments made to the United States or otherwise transferred to other accounts or funds established hereunder in accordance with the Nonarbitrage Certificate.

SECTION 21. Payment of Costs of Issuance. Proceeds of the sale of the Bonds necessary to pay certain costs of issuing the Bonds may be deposited in the fund of the College District and the Improvement District known as the “Santa Ana College Improvement District No. 1 of the Rancho Santiago Community College District Election of 2012, 2019 Series C General Obligation Bonds Costs of Issuance Fund” (the “**Cost of Issuance Fund**”) and shall be kept separate and distinct from all other College District and Improvement District funds, and those proceeds shall be used solely for the purpose of paying Costs of Issuance of the Bonds. The Cost of Issuance Fund may be held and administered by the Paying Agent. Notwithstanding the foregoing, all or a portion of the costs of issuance may be paid by the Underwriter, by the Paying Agent or by a fiscal agent designated for such purpose. Any amounts retained for payment of Costs of Issuance and returned to the Improvement District pursuant to the Contract of Purchase shall be transferred to the Building Fund.

SECTION 22. Negotiated Sale/Method of Sale. The Bonds shall be sold by negotiated sale to the Underwriter inasmuch as: (i) such a sale will allow the College District and the Improvement District to integrate the sale of the Bonds with public financings undertaken, or to be undertaken, by the College District and the Improvement District in order to fund its public education facilities; (ii) such a sale will allow the College District and the Improvement District to utilize the services of consultants who are familiar with the financial needs, status and plans of the College District and the Improvement District; and (iii) such a sale will allow the College District and the Improvement District to control the timing of the sale of the Bonds to the municipal bond market and, potentially, take advantage of interest rate opportunities for favorable sale of the Bonds to such market and the generation of savings to the taxpayers of the Improvement District.

SECTION 23. Engagement of Consultants; Parameters of Sale. Nixon Peabody LLP has been selected as the College District’s and the Improvement District’s Bond and Disclosure Counsel, Piper Jaffray & Co. has been selected to act as Underwriter, and Cooperative Strategies, LLC has been selected as Municipal Advisor with respect to the authorization, sale and issuance of the Bonds. The estimated costs of issuance associated with the sale of the Bonds are approximately 0.80% of the aggregate Principal Amount of the Bonds, which include Bond and Disclosure Counsel fees, Municipal Advisor fees, costs of printing the Preliminary Official Statement and Official Statement, rating agency fees, Paying Agent fees and other related costs. In addition, the Underwriter’s discount, which is not included in the percentage above, shall not be greater than 0.425% of the aggregate Principal Amount of the Bonds. An estimate of the itemized fees and expenses on file with the Chancellor.

SECTION 24. Establishment of Additional Funds and Accounts. If at any time it is deemed necessary or desirable by the College District or the Improvement District, the Treasurer, the County Office of Education, or the Paying Agent, the College District may

establish additional funds under this Resolution and/or accounts within any of the funds or accounts established hereunder.

SECTION 25. Request for Necessary County Actions. The Board of Supervisors, the Auditor-Controller, the Treasurer, and other officials of the County, are hereby requested to take and authorize such actions as may be necessary pursuant to law to provide for the levy and collection of a property tax on all taxable property of the Improvement District sufficient to provide for payment of all Principal of, redemption premium, if any, and interest on the Bonds as the same shall become due and payable as necessary for the payment of the Bonds, and the Clerk of the Governing Board is hereby authorized and directed to deliver certified copies of this Resolution to the Clerk of the Governing Board of Supervisors of the County, the Auditor-Controller of the County, and the Treasurer. The Governing Board hereby agrees to reimburse the County for any costs associated with the levy and collection of said tax, upon such documentation of said costs as the College District shall reasonably request.

SECTION 26. Redemption. The Bonds shall be subject to redemption as provided in the Contract of Purchase.

SECTION 27. Selection of Bonds for Redemption.

(A) Whenever provision is made in this Resolution or in the Contract of Purchase for the redemption of the Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the College District or the Improvement District given at least 60 days prior to the payment date designated for such redemption, shall select maturities of Bonds for redemption in the manner directed by the College District or the Improvement District.

(B) With respect to any Bonds, or within a maturity of any Bond, the Paying Agent shall select such Bonds for redemption as directed by the College District or the Improvement District, or, in the absence of such direction, by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof.

(C) With respect to any Bonds designated as taxable Bonds by an Authorized Officer, if such Bonds are registered in book-entry only form and so long as DTC or a successor securities depository is the sole registered owner of such Bonds, if less than all of such Bonds of a series and maturity are called for prior redemption, the particular Bonds or portions thereof to be redeemed shall be selected on a "Pro Rata Pass Through Distribution of Principal" basis in accordance with DTC procedures, provided that, so long as such Bonds are held in book-entry form, the selection for redemption of such Bonds shall be made in accordance with the operational arrangements of DTC then in effect that currently provide for adjustment of the principal by a factor provided by the Paying Agent pursuant to DTC operational arrangements. If the Paying Agent does not provide the necessary information and identify the redemption as on a "Pro Rata Pass Through Distribution of Principal" basis, such Bonds will be selected for redemption in accordance with DTC procedures by lot. It is the College District's and the Improvement District's intent that redemption allocations made by DTC, participants in DTC or

such other intermediaries that may exist between the College District and the Beneficial Owners be made on a “Pro Rata Pass Through Distribution of Principal” basis as described above. In the event that such Bonds are no longer held by DTC or a successor securities depository, such Bonds shall be selected for redemption in the manner provided in the Contract of Purchase.

In the event that a Term Bond is optionally redeemed, the Principal Amount of the remaining sinking fund payment with respect to such Term Bond will be reduced as directed by the College District or the Improvement District in the aggregate amount equal to the amount so redeemed.

SECTION 28. Notice of Redemption. When redemption is authorized or required pursuant to this Resolution or the Contract of Purchase, the Paying Agent, upon written instruction from the College District or the Improvement District given at least 60 days prior to the payment date designated for such redemption, shall give notice (each, a “**Redemption Notice**”) of the redemption of the Bonds. Such Redemption Notice shall specify: (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) the bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the Principal Amount of such Bond to be redeemed, and (g) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state (i) that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed the redemption price, together with the interest accrued to the redemption date, and (ii) that from and after such date interest with respect thereto shall cease to accrue and be payable.

The Paying Agent shall take the following actions with respect to such Redemption Notice:

(A) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by first class mail, postage prepaid, at their addresses appearing on the Bond Register, and to the MSRB.

(B) In the event that the Bonds shall be no longer be held in book-entry-only form, at least 35 but not more than 45 days before the redemption date, such Redemption Notice shall be given (x) by (i) first class mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to each of the Securities Depositories, and (y)(i) first class mail, postage prepaid, or (ii) overnight delivery service to the MSRB.

Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Bonds shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

SECTION 29. Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in Transfer Amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the College District and the Improvement District shall be released and discharged thereupon from all liability to the extent of such payment.

SECTION 30. Conditional Redemption. Any Redemption Notice given hereunder may be made conditional upon the satisfaction of certain conditions and may be rescinded by the College District or the Improvement District at any time prior to the scheduled date of redemption by so notifying the Owners of affected Bonds and the Information Services.

SECTION 31. Effect of Notice of Redemption. Notice having been given as aforesaid, and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside in the Debt Service Fund, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in this Resolution and the Contract of Purchase, together with interest to such redemption date, shall be held by the Paying Agent so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Bonds to be redeemed shall cease to accrue and become payable. All money held by or on behalf of the Paying Agent for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Resolution and the Contract of Purchase shall be cancelled upon surrender thereof and delivered to or upon the order of the College District or the Improvement District. All or any portion of a Bond purchased by the Improvement District shall be cancelled by the Paying Agent upon written notice by the College District or the Improvement District given to the Paying Agent.

SECTION 32. Paying Agent; Appointment and Acceptance of Duties.

(A) Wells Fargo Bank, National Association is hereby appointed as the initial authenticating agent, bond registrar, transfer agent and paying agent (collectively, the “**Paying Agent**”). All fees and expenses incurred for services of the Paying Agent, shall be the sole responsibility of the College District and may be paid from the annual *ad valorem* property tax levy supporting the Bonds. The Paying Agent shall keep accurate records of all funds administered by it and all of the Bonds paid and discharged by it.

(B) Unless otherwise provided, the office of the Paying Agent designated by the Paying Agent shall be the place for the payment of Principal of, premium, if any, and interest on the Bonds.

SECTION 33. Liability of Paying Agent. The Paying Agent makes no representations as to the validity or sufficiency of this Resolution or of any Bonds issued hereunder or as to the security afforded by this Resolution, and the Paying Agent shall incur no liability in respect hereof or thereof.

SECTION 34. Evidence on Which Paying Agent May Act. The Paying Agent, upon receipt of any notice, resolution, request, consent, order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of this Resolution, shall examine such instrument to determine whether it conforms to the requirements of this Resolution and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. The Paying Agent may consult with counsel, who may or may not be counsel to the College District or the Improvement District, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Resolution in good faith and in accordance therewith.

SECTION 35. Compensation. The College District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under this Resolution, all of which may, pursuant to Education Code Section 15232, be paid from the County's annual levy of *ad valorem* property taxes.

SECTION 36. Ownership of Bonds Permitted. The Paying Agent or the Underwriter may become the Owner of any Bonds.

SECTION 37. Resignation or Removal of Paying Agent and Appointment of Successor.

(A) The initially appointed Paying Agent may resign from service as Paying Agent at any time. Prior to such resignation a new Paying Agent shall be appointed by the College District or the Improvement District in accordance with applicable law, which shall be the Treasurer or a bank or trust company doing business in and having a corporate trust office in Los Angeles or San Francisco, California, with at least \$50,000,000 in net assets. Such successor Paying Agent shall signify the acceptance of its duties and obligations hereunder by executing and delivering to the College District or the Improvement District a written acceptance thereof. Resignation of the initial or a successor Paying Agent shall be effective upon appointment and acceptance of a successor Paying Agent.

(B) Any Paying Agent appointed may resign from service as Paying Agent and may be removed at any time by the College District or the Improvement District as provided in the Paying Agent's service agreement. If at any time the Paying Agent shall resign or be removed, a new Paying Agent shall be appointed in accordance with applicable law, which shall be either the Treasurer or a bank or trust company doing business in and having a corporate trust office in Los Angeles or San Francisco, California, with at least \$50,000,000 in net assets. Such successor Paying Agent shall signify the acceptance of its duties and obligations hereunder by executing and delivering to the College District or the Improvement District a written acceptance

thereof. Resignation or removal of the Paying Agent shall be effective upon appointment and acceptance of a successor Paying Agent.

(C) In the event of the resignation or removal of the Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor. The College District or the Improvement District shall promptly provide notice of the name and principal corporate trust office address of the Paying Agent appointed to replace any resigned or removed Paying Agent to the Owners of the Bonds by first class mail, postage prepaid, at their addresses appearing on the Bond Register.

SECTION 38. Investment of Certain Funds. Moneys held in all funds and accounts established hereunder shall be invested and reinvested in Authorized Investments to the fullest extent practicable as shall be necessary to provide moneys when needed for payments to be made from such funds and accounts, subject to any conditions in the Nonarbitrage Certificate. Nothing in this Resolution shall prevent any investment securities acquired as investments of funds held hereunder from being issued or held in book entry form on the books of the Department of Treasury of the United States. All investment earnings on amounts on deposit in the Debt Service Fund shall remain on deposit in such fund.

SECTION 39. Valuation and Sale of Investments. Obligations purchased as an investment of moneys in any fund or account shall be deemed at all times to be a part of such fund or account. Profits or losses attributable to any fund or account shall be credited or charged to such fund or account. In computing the amount in any fund or account created under the provisions of this Resolution for any purpose provided in this Resolution, obligations purchased as an investment of moneys therein shall be valued at cost, plus, where applicable, accrued interest.

SECTION 40. Supplemental Resolutions with Consent of Owners. This Resolution, and the rights and obligations of the College District and the Improvement District and of the Owners of the Bonds issued hereunder, may be modified or amended at any time by a Supplemental Resolution adopted by the College District (on behalf of itself or acting as the legislative body of the Improvement District) with the written consent of Owners owning at least 60% in aggregate Principal Amount of the Outstanding Bonds, exclusive of Bonds, if any, owned by the College District and the Improvement District. Notwithstanding the foregoing, no such modification or amendment shall, without the express consent of the Owner of each Bond affected, reduce the Principal Amount of any Bond, reduce the interest rate payable thereon, advance the earliest redemption date thereof, extend its maturity or the times for paying interest thereon or change the monetary medium in which Principal and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification. No such Supplemental Resolution shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto. Notwithstanding anything herein to the contrary, no such consent shall be required if the Owners are not directly and adversely affected by such amendment or modification.

SECTION 41. Supplemental Resolutions Effective Without Consent of Owners. For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the College District (on behalf of itself or acting as the legislative

body of the Improvement District) may be adopted, which, without the requirement of consent of the Owners, shall be fully effective in accordance with its terms:

(A) To add to the covenants and agreements of the College District or the Improvement District in this Resolution, other covenants and agreements to be observed by the College District or the Improvement District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(B) To add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the College District or the Improvement District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(C) To confirm as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by this Resolution, of any moneys, securities or funds, or to establish any additional funds, or accounts to be held under this Resolution;

(D) To cure any ambiguity, supply any omission, or cure to correct any defect or inconsistent provision in this Resolution; or

(E) To amend or supplement this Resolution in any other respect, provided such Supplemental Resolution does not, in the opinion of Bond Counsel, adversely affect the interests of the Owners.

SECTION 42. Effect of Supplemental Resolution. Any act done pursuant to a modification or amendment so consented to shall be binding upon the Owners of all the Bonds and shall not be deemed an infringement of any of the provisions of this Resolution, whatever the character of such act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent relating to such specified matters has been given, no Owner shall have any right or interest to object to such action or in any manner to question the propriety thereof or to enjoin or restrain the College District or the Improvement District or any officer or agent thereof from taking any action pursuant thereto.

SECTION 43. Discharge and Defeasance. If any or all Outstanding Bonds shall be paid and discharged in any one or more of the following ways:

(i) by paying or causing to be paid the Principal, premium, if any, and interest on such Bonds, and when the same become due and payable;

(ii) by depositing with the Paying Agent, in trust, at or before maturity, cash which together with the amounts then on deposit in the Debt Service Fund (and the accounts therein other than amounts that are not available to pay Debt Service) together with the interest to accrue thereon without the need for further investment, is fully sufficient to pay such Bonds at maturity thereof, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment; or

(iii) by depositing with an institution that meets the requirements of serving as successor Paying Agent pursuant to Section 37 selected by the College District, in trust, lawful money or noncallable direct obligations issued by the United

States Treasury (including State and Local Government Series) or obligations which are unconditionally guaranteed by the United States of America and permitted under Section 149(b) of the Code and Regulations which, in the opinion of nationally recognized bond counsel, will not impair the exclusion from gross income for federal income tax purposes of interest on the Bonds, in such amount as will, together with the interest to accrue thereon without the need for further investment, be fully sufficient to pay and discharge such Bonds at maturity or earlier redemption thereof, for which notice has been given or provided for, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment;

then all obligations of the College District, the Improvement District and the Paying Agent under this Resolution with respect to such Bonds shall cease and terminate, except only the obligation of the Paying Agent to pay or cause to be paid to the Owners of such Bonds all sums due thereon, and the obligation of the College District to pay to the Paying Agent amounts owing to the Paying Agent under Section 35 hereof.

SECTION 44. Approval of Actions; Miscellaneous.

(A) The Chancellor and the other Authorized Officers are each hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all certificates, statements, disclosures, notices, contracts, or other documents which they may deem necessary or advisable in order to proceed with the sale and issuance of the Bonds or otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(B) The County, the Board of Supervisors, officers, agents, and employees shall not be responsible for any proceedings or the preparation or contents of any resolutions, certificates, statements, disclosures, notices, contracts, or other documents relating to the sale and issuance of the Bonds.

(C) The Principal of and interest and redemption premium (if any) on the Bonds shall not constitute debt or an obligation of the County, the Board of Supervisors, officers, agents, or employees, and the County, the Board of Supervisors, officers, agents, and employees thereof shall not be liable thereon. In no event shall the Principal of and interest and redemption premium (if any) on any Bond be payable out of any funds or property of the County.

(D) The Clerk shall send a certified copy of this Resolution, together with the final debt service schedule for the Bonds, to the Treasurer.

SECTION 45. Conflicts. If there is any inconsistency or conflict between any provision of this Resolution and any provision of the Contract of Purchase, the Contract of Purchase prevails to the extent of the inconsistency or conflict. If there is any inconsistency or conflict between any provision of this Resolution and any provision of the Nonarbitrage Certificate, the Nonarbitrage Certificate prevails to the extent of the inconsistency or conflict.

SECTION 46. Effective Date. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED AND APPROVED this 15th day of July, 2019, by the Board of Trustees of the Rancho Santiago Community College District, at a regularly scheduled meeting held in Santa Ana, California, at a location freely accessible to the public, by the following roll-call vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

BOARD OF TRUSTEES OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, on behalf of the Rancho Santiago Community College District and acting as legislative body for the Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District

By: _____
Phillip E. Yarbrough, President of the Board of Trustees of Rancho Santiago Community College District

Attest:

By: _____
Zeke Hernandez, Clerk of the Board of Trustees of Rancho Santiago Community College District

EXHIBIT A

FORM OF BOND

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE RESOLUTION) TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA

STATE OF CALIFORNIA

**SANTA ANA COLLEGE IMPROVEMENT DISTRICT NO. 1 OF RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT
(COUNTY OF ORANGE, CALIFORNIA)
GENERAL OBLIGATION BONDS
ELECTION OF 2012, 2019 SERIES C**

\$ _____

No. _____

Interest Rate

Maturity Date

Dated Date

CUSIP

_____%

August 1, 20__

Date of Delivery

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District (the "Improvement District") of the County of Orange (the "County"), State of California, for value received, hereby acknowledges itself indebted and promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount set forth above, on the Maturity Date set forth above, together with interest thereon from the Dated Date set forth above until the Principal Amount hereof shall have been paid or provided for, in accordance with the Resolution hereinafter referred to, at the Interest Rate set forth above. Interest on this Bond is payable on February 1, 2020 and semiannually thereafter on the first day of February and August (each, an "Interest Payment Date") in each year to the registered owner hereof (the "Owner") from the Interest Payment Date next preceding the date on which this Bond is registered (unless it is registered after the close of business on the fifteenth calendar day of the month preceding any Interest Payment Date (a "Record Date") and before the close of business on the immediately following Interest Payment Date, in which event it shall bear interest from

such following Interest Payment Date, or unless this Bond is registered prior to the close of business on January 15, 2019, in which event it shall bear interest from its date; *provided, however,* that if at the time of registration of this Bond interest with respect hereto is in default, interest with respect hereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment. The principal amount hereof is payable at the office of Wells Fargo Bank, National Association, as initial paying agent (the “Paying Agent”), in Los Angeles, California. The interest hereon is payable by check or draft mailed by first class mail to each Owner, at his address as it appears on the registration books kept by the Paying Agent as of the Record Date, or by wire transfer to any Owner of \$1,000,000 aggregate principal amount of such Bonds, to the account specified by such Owner in a written request delivered to the Paying Agent on or prior to the Record Date for such Interest Payment Date; provided however, that payments of defaulted interest shall be payable to the person in whose name such Bond is registered at the close of business on a special record date fixed therefor by the Paying Agent, which shall not be more than fifteen days and not less than ten days prior to the date of the proposed payment of defaulted interest.

The Bonds of this issue are comprised of \$_____ principal amount of Bonds. This Bond is issued by the Improvement District under and in accordance with the provisions of (i) Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code; (ii) applicable provisions of the Education Code of the State of California; and (iii) Article XIII A of the California Constitution, and pursuant to a resolution of the Board of Trustees of the Rancho Santiago Community College District (the “College District”) adopted on July 15, 2019 (the “Resolution”). Reference is hereby made to the Resolution, a copy of which is on file at the College District, for a description of the terms on which the Bonds are delivered, and the rights thereunder of the Owners of the Bonds and the rights and duties of the Paying Agent, the College District and the Improvement District, to all of the provisions of which the Owner of this Bond, by acceptance hereof, assents and agrees. All capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Resolution. The Bonds were authorized by a vote of more than 55% of the qualified electors of the Improvement District voting on the proposition at a general election held therein to determine whether such Bonds should be issued.

Reference is made to the Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the College District and the Improvement District, the County, the Paying Agent and the Owners, and the terms and conditions upon which the Bonds are issued and secured. The Owner of this Bond assents, by acceptance hereof, to all of the provisions of the Resolution.

This Bond is a general obligation of the Improvement District, payable as to both principal and interest from *ad valorem* property taxes which, under the laws now in force, may be levied without limitation as to rate or amount upon all of the taxable property in the Improvement District. Neither the payment of the principal of this Bond, or any part thereof, nor any interest or premium hereon constitute a debt, liability or obligation of the County.

The Bonds maturing on or before August 1, 20__ shall not be subject to redemption prior to their maturity dates. The Bonds maturing on or after August 1, 20__ may be redeemed before

maturity at the option of the College District, from any source of funds, on August 1, 20__ or on any date thereafter as a whole, or in part. For the purposes of such selection, Bonds will be deemed to consist of \$5,000 portions by principal amount, and any such portion may be separately redeemed.

Bonds maturing on August 1, 20__, are subject to mandatory sinking fund redemption on August 1 of each year, commencing August 1, 20__, in the following principal amounts, at a redemption price of par, plus accrued interest to the redemption date:

Mandatory Sinking Fund Payment Date (August 1)	Mandatory Sinking Fund Payment
<hr/>	<hr/>
20__	\$
20__	
20__	
20__	

Whenever provision is made for the redemption of Bonds and less than all outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the College District given at least 60 days prior to the date designated for such redemption, shall select Bonds for redemption in such order as the College District may direct. Within a maturity, the Paying Agent shall select Bonds for redemption as directed by the College District, or in the absence of such direction, in inverse order of maturity and within a maturity, by lot. The portion of any Bond to be redeemed in part shall be in the principal amount of \$5,000 or any integral multiple thereof.

This Bond is issued in fully registered form. Registration of this Bond is transferable by the Owner hereof, in person or by his attorney duly authorized in writing, at the aforesaid offices of the Paying Agent, but only in the manner, subject to the limitations, and upon payment of the charges, provided in the Resolution and upon surrender and cancellation of this Bond. Upon such registration of transfer, a new Bond or Bonds of like tenor and maturity in the same Transfer Amount and in authorized denominations will be issued to the transferee in exchange herefor. The College District, the Improvement District and the Paying Agent may treat the Owner hereof as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary.

The Paying Agent shall not be required to register the transfer or exchange of any Bond (i) during the period beginning at the close of business on any Record Date through the close of business on the immediately following Interest Payment Date, or (ii) that has been called or is subject to being called for redemption, during a period beginning at the opening of business 15 days before any selection of Bonds to be redeemed through the close of business on the applicable redemption date, except for the unredeemed portion of any Bond to be redeemed only in part.

The rights and obligations of the College District, the Improvement District and of the Owners of the Bonds may be modified or amended at any time by a supplemental resolution adopted by the College District (on behalf of itself or acting as the legislative body of the

Improvement District) with the written consent of owners of at least 60% in aggregate Principal Amount of the Outstanding Bonds, exclusive of Bonds, if any, owned by the College District and the Improvement District; *provided, however*, that no such modification or amendment shall, without the express consent of the Owner of each Bond affected, reduce the Principal Amount of any Bond, reduce the interest rate payable thereon, advance the earliest redemption date thereof, extend its maturity or the times for paying interest thereon or change the monetary medium in which the Principal and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification hereof.

A supplemental resolution of the College District (on behalf of itself or acting as the legislative body of the Improvement District) may be adopted, which, without the requirement of consent of the registered owners, shall be fully effective in accordance with its terms: (1) to add to the covenants and agreements of the College District and the Improvement District in the Resolution, other covenants and agreements to be observed by the College District and the Improvement District which are not contrary to or inconsistent with the Resolution as theretofore in effect; (2) to add to the limitations and restrictions in the Resolution, other limitations and restrictions to be observed by the College District and the Improvement District which are not contrary to or inconsistent with the Resolution as theretofore in effect; (3) to confirm as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by the Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under the Resolution; (4) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in the Resolution; or (5) to amend or supplement the Resolution in any other respect, provided such supplemental resolution does not, in the opinion of nationally recognized bond counsel, adversely affect the interests of the owners.

If this Bond is called for redemption and the principal amount of this Bond plus premium, if any, and accrued interest due with respect hereto are duly provided therefor as specified in the Resolution, then interest shall cease to accrue with respect hereto from and after the date fixed for redemption.

This Bond shall not become valid or obligatory for any purpose until the Certificate of Authentication hereon endorsed shall have been dated and executed manually by the Paying Agent.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED, that an election was duly and legally called, held and conducted, and the notices thereof duly given, and the results thereof canvassed and declared in accordance with the provisions of the Act and that all of the proceedings of the Board of Trustees of the College District, acting as legislative body for the Improvement District, in the matter of the issuance of this Bond were regular and in strict accordance with the provisions of the Act, including the Constitution of the State of California, that the total bonded indebtedness of the Improvement District, including the issue of which this Bond is a part, does not exceed any limit prescribed by said Act, and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the Improvement District in an amount sufficient to pay Principal and interest when due.

IN WITNESS WHEREOF, the Rancho Santiago Community College District, on behalf of its Santa Ana College Improvement District No.1 has caused this Bond to be executed in their official capacities by the manual or facsimile signature of the President of the Board of Trustees of the Rancho Santiago Community College District and countersigned by the manual or facsimile signature of the Clerk of the Board of Trustees of the Rancho Santiago Community College District, acting as the legislative body for the Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District as of the date stated above.

SANTA ANA COLLEGE IMPROVEMENT
DISTRICT NO. 1 OF THE RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT

By: _____
[Form Document]
Authorized Officer

Countersigned:

By: _____
[Form Document]
Clerk of the Board of Trustees
of Rancho Santiago Community College District

The following Certificate of Authentication shall be printed on each Bond:

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Resolution of the Board of Trustees of the Rancho Santiago Community College District.

DATED: _____, 2019

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Paying Agent

By: _____
Authorized Officer

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned registered owner hereby sells, assigns and transfers unto

Name of Transferee: _____

Address for Payment of Interest: _____

Social Security Number or other Tax Identification No.: _____

the within-mentioned Bond and hereby irrevocably constitutes and appoints attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

Registered Owner

Dated: _____

NOTICE: The signature on this Assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature _____
guaranteed

[Bank, Trust Company or Firm]

By: _____
Authorized Officer

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

EXHIBIT B

FORM OF 15c2-12 CERTIFICATE

With respect to the proposed sale of the Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District General Obligation Bonds, Election of 2012, 2019 Series C in the maximum aggregate principal amount of not to exceed \$56,815,000, the Rancho Santiago Community College District (the “**College District**”), acting as the legislative body of the Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District (the “**Improvement District**”) has delivered to you a Preliminary Official Statement, dated as of the date hereof (the “**Preliminary Official Statement**”). The College District and the Improvement District, for purposes of compliance with Rule 15c2-12 of the Securities Exchange Commission (“**Rule 15c2-12**”), deems the Preliminary Official Statement to be final as of its date, except for the omission of no more than the information permitted under Rule 15c2-12.

SANTA ANA COLLEGE FACILITIES DISTRICT
NO. 1 OF RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

Dated: _____, 2019

By: [FORM ONLY]
 Authorized Officer

§ _____
**SANTA ANA COLLEGE IMPROVEMENT DISTRICT NO. 1
OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
(Orange County, California)
GENERAL OBLIGATION BONDS, ELECTION OF 2012, 2019 Series C**

CONTRACT OF PURCHASE

August __, 2019

Board of Trustees
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, California 92706-1640

Ladies and Gentlemen:

The undersigned, Piper Jaffray & Co., acting on its own behalf and not as fiduciary or agent for you (the "Underwriter"), offers to enter into this Contract of Purchase (the "Purchase Contract") with the Rancho Santiago Community College District (the "District"), which, upon your acceptance hereof, will be binding upon both the District and the Underwriter. This offer is made subject to the written acceptance of this Purchase Contract by the District and delivery of such acceptance to us at or prior to 11:59 P.M., Pacific Daylight Time, on the date hereof. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Resolution (defined below).

1. **Purchase and Sale of the Bonds.** Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of \$_____ in aggregate principal amount of the Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District General Obligation Bonds, Election of 2012, 2019 Series C (the "Bonds"). The Bonds shall bear interest at the rates, shall mature in the years and shall be subject to redemption as shown on Exhibit A hereto, which is incorporated herein by this reference. The Bonds shall be dated the date of delivery thereof and shall be payable as to interest on each February 1 and August 1, commencing August 1, 2018. The Underwriter shall purchase the Bonds at a price of \$_____ (consisting of the aggregate principal amount of the Bonds of \$_____, plus net original issue premium of \$_____ and less an underwriter's discount of \$_____).

Inasmuch as this purchase and sale represents a negotiated transaction, the District acknowledges and agrees that: (i) the purchase and sale of the Bonds pursuant to this Purchase Contract is an arm's-length, commercial transaction between the District and the Underwriter in which the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor, or fiduciary to the District; (ii) the Underwriter has not assumed any advisory or fiduciary responsibility to the District with respect to the transaction contemplated hereby and the discussions, undertakings, and procedures leading thereto (irrespective of whether the Underwriter

has provided other services or is currently providing other services to the District on other matters); (iii) the Underwriter is acting solely in its capacity as underwriter for its own account; (iv) the only obligations the Underwriter has to the District with respect to the transaction contemplated hereby are expressly set forth in this Purchase Contract; and (v) the District has consulted its own legal, accounting, tax, financial and other advisors, as applicable, including Cooperative Strategies LLC, as municipal advisor to the District (the “Municipal Advisor”) to the extent it has deemed appropriate.

The District acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the Municipal Securities Rulemaking Board (the “MSRB”).

2. **The Bonds.** The Bonds shall mature as shown on Exhibit A hereto and shall otherwise be as described in the Official Statement (as defined below), and shall be issued and secured pursuant to, the provisions of the Resolution of the Board of Trustees of the District adopted on July 15, 2019 (the “Resolution”), this Purchase Contract, and Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the “Act”).

The Bonds shall be executed and delivered under and in accordance with the provisions of this Purchase Contract and the Resolution. The Bonds shall bear CUSIP numbers, shall be in fully registered book-entry form, and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”); the Bonds shall initially be in authorized denominations of \$5,000 principal amount or any integral multiple thereof.

3. **Use of Documents.** The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Bonds, this Purchase Contract, the Preliminary Official Statement (defined below) and Official Statement (defined in Section 8(c) hereof), the Resolution and all information contained herein and therein and all of the documents, certificates or statements furnished by the District to the Underwriter in connection with the issuance and offering of the Bonds (except as such documents may otherwise provide).

4. **Public Offering of the Bonds.** The Underwriter agrees to make a bona fide public offering of all the Bonds at the initial public offering prices or yields to be set forth on the inside cover page of the Official Statement and Exhibit A hereto. Subsequent to such initial public offering, the Underwriter reserves the right to change such initial public offering prices or yields as it deems necessary in connection with the marketing of the Bonds.

(a) The Underwriter agrees to assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit C, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel (as defined herein), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the District under this section to establish the issue price of the Bonds may be taken on behalf of the District by the Municipal Advisor identified herein and any notice or report to be provided to the District may be provided to the Municipal Advisor.

(b) Except as otherwise set forth in Exhibit A attached hereto, the District will treat the first price at which 10% of each maturity of the Bonds (the “10% test”) is sold to the public as the

issue price of that maturity. At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the District the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the District the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing may be at reasonable periodic intervals or otherwise upon request of the District or bond counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

[SUBSECTION (C) SHALL APPLY ONLY IF THE UNDERWRITER AGREES TO APPLY THE HOLD-THE-OFFERING-PRICE RULE, AS DESCRIBED BELOW.]

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the District promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(1) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (2) to

comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The District acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The District further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Purchase Contract by all parties.

5. **Review of Official Statement.** The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Bonds, dated August __, 2019 (the “Preliminary Official Statement”), which has been duly authorized and prepared by the District for use by the Underwriter in connection with the Bonds. The District represents that it has deemed the Preliminary Official Statement to be final as of its date, except for either revision or addition of the offering price(s), interest rate(s), yield(s) to maturity, selling compensation, aggregate principal amount, principal amount per maturity, delivery date, rating(s) and other terms of the Bonds which depend upon the foregoing, as provided in and pursuant to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”).

The Underwriter agrees that prior to the time the final Official Statement relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. The Preliminary Official Statement shall be sent by first class mail or electronic distribution (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

The Underwriter hereby represents that it will provide, consistent with the requirements of MSRB Rule G-32, for the delivery of a copy of the Official Statement to each customer who purchases any Bonds during the underwriting period (as such term is defined in MSRB Rule G-11), and deliver a copy of the Official Statement to the MSRB in electronic format as prescribed by the MSRB on or before the Closing, and that it will otherwise comply with all applicable statutes and regulations in connection with the offering and sale of the Bonds, including, without limitation, MSRB Rule G-32 and G-36 and Rule 15c2-12.

References herein to the Preliminary Official Statement and the final Official Statement include the cover page, inside cover and all appendices, exhibits, maps, reports and statements included therein or attached thereto.

6. **Closing.** At 9:00 A.M., Pacific Daylight Time, on September __, 2019 or at such other time or on such other date as shall have been mutually agreed upon by the District and the Underwriter (the “Closing”), the District shall deliver to the Underwriter, through the facilities of DTC, or at such other place as the parties hereto may mutually agree upon, the Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and at the offices of Nixon Peabody LLP (“Bond Counsel”), in Los Angeles, California, the other documents hereinafter mentioned; and Underwriter will accept such delivery and pay the purchase price thereof in immediately available funds by check, draft or wire transfer to or upon the order of the District.

7. **Representations, Warranties and Agreements of the District.** The District hereby represents, warrants and agrees with the Underwriter that:

(a) Due Organization of the Improvement District. Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District (the “Improvement District”) is a school facilities improvement district duly organized and validly existing under the laws of the State of California.

(b) Due Organization of the District. The District is a community college district duly established and validly existing under the laws of the State of California, with the power to issue the Bonds on behalf of the Improvement District pursuant to the Act.

(c) Due Authorization. (i) At or prior to the Closing, the District, acting on behalf of the Improvement District, will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District, acting on behalf of the Improvement District, has full legal right, power and authority to enter into this Purchase Contract and the Continuing Disclosure Undertaking (as defined in Section 7(k) hereof), to adopt the Resolution, to perform its obligations under each such document or instrument, to approve the Official Statement and to carry out and effectuate the transactions contemplated by this Purchase Contract, the Official Statement and the Resolution; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Bonds, the Resolution, the Continuing Disclosure Undertaking and this Purchase Contract have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Purchase Contract constitutes a valid and legally binding obligation of the District; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Contract.

(d) Consents. No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds, the execution and delivery of this Purchase Contract and the Continuing Disclosure Undertaking, the adoption of the Resolution, or the consummation of the other transactions effected or contemplated herein or hereby, which has not been taken or obtained, except for such actions as may be necessary to qualify the Bonds for offer and sale under Blue Sky or

other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request; provided, however, that neither the District nor the Improvement District shall be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof.

(e) Internal Revenue Code. The District has complied with the requirements of the Internal Revenue Code of 1986, as amended, with respect to the Bonds.

(f) No Conflicts. To the best knowledge of the District, the issuance of the Bonds, and the execution, delivery and performance of this Purchase Contract, the Resolution, the Continuing Disclosure Undertaking and the Bonds, and the compliance with the provisions hereof do not conflict with or constitute on the part of the District a violation of, or default under, the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.

(g) Litigation. As of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District or the Improvement District: (i) in any way affecting the existence of the District or the Improvement District or in any way challenging the respective powers of the several offices or of the titles of the officials of the District who are required to execute any contracts, certificates, or official statements in connection with the delivery of the Bonds to their respective offices, or the powers of those offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, the levy or collection of *ad valorem* property taxes by the County of Orange, California (the "County") on behalf of the Improvement District required to be collected and applied to pay the principal of and interest on the Bonds, or the application of the proceeds thereof, or, the levy of any taxes contemplated by the Resolution or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Contract, the Resolution or contesting the powers of the District or the Improvement District or its authority with respect to the Bonds, the Resolution or this Purchase Contract; or (iii) in which a final adverse decision could (A) materially adversely affect the operations of the District or the Improvement District or the consummation of the transactions contemplated by this Purchase Contract or the Resolution, (B) declare this Purchase Contract to be invalid or unenforceable in whole or in material part, or (C) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes and the exemption of such interest paid on the Bonds from California personal income taxation.

(h) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Underwriter, neither the Improvement District nor the District directly, nor any person on behalf of the District or the Improvement District, will have issued in the name and on behalf of the District or the Improvement District any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.

(i) Levy of Tax. The District hereby agrees to take any and all actions as may be required by the County or otherwise necessary in order to arrange for the levy and collection of taxes, payment of the Bonds, and the deposit and investment of Bond proceeds. In particular, the District hereby agrees to provide to the Auditor-Controller of the County and the Treasurer-Tax Collector of the County a copy of the Resolution, a copy of Exhibit A hereto, and the full debt service schedule for the Bonds, in accordance with Education Code Section 15140(c) and policies and procedures of the County. The District acknowledges that net original issue premium on the Bonds that is deposited to the Debt Service Fund will be used to pay interest on the Bonds as set forth on Exhibit B hereto.

(j) Certificates. Any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District or the Improvement District to the Underwriter, but not by the person signing the same, as to the statements made therein.

(k) Continuing Disclosure. At or prior to the Closing, the District shall have duly authorized, executed and delivered a continuing disclosure undertaking with respect to the Bonds (the "Continuing Disclosure Undertaking") on behalf of each obligated person for which financial and/or operating data is presented in the Official Statement. Except as disclosed in the Official Statement, for the past five fiscal years, the District has not otherwise failed to comply in all material respects with its previous undertakings pursuant to Rule 15c2-12 to file annual reports or notices of significant events, and for such years, the District is currently in compliance with all prior continuing disclosure obligations. The Continuing Disclosure Undertaking shall comply with the provisions of Rule 15c2-12 and be substantially in the form attached to the Preliminary Official Statement and Official Statement as Appendix D.

(l) Official Statement Accurate and Complete. The Preliminary Official Statement, at the date thereof, did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. At the date hereof and on the Closing, the final Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The District makes no representation or warranty as to the information contained in or omitted from the Preliminary Official Statement or the final Official Statement in reliance upon and in conformity with information furnished in writing to the District by or on behalf of the Underwriter through a representative of the Underwriter specifically for inclusion therein.

(m) No Material Adverse Change. The financial statements of, and other financial information regarding the District in the Preliminary Official Statement and the Official Statement, fairly present the financial position and results of the District as of the dates and for the periods therein set forth. As of the date hereof, there has been no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the District.

8. **Covenants of the District.** The District covenants and agrees with the Underwriter that:

(a) Securities Laws. The District will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter if and as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions, provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which it is not so subject as of the date hereof.

(b) Application of Proceeds. The District will apply the proceeds from the sale of the Bonds for the purposes specified in the Resolution.

(c) Official Statement. The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the seventh (7th) business day following the date this Purchase Contract is signed, and in sufficient time to accompany any confirmation that requests payment from any customer, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto being herein called the "Official Statement") in such quantities as may be requested by the Underwriter not later than five (5) business days following the date this Purchase Contract is signed, in order to permit the Underwriter to comply with paragraph (b)(4) of Rule 15c2-12 and with the rules of the Municipal Securities Rulemaking Board. The District hereby authorizes the Underwriter to use and distribute the Official Statement in connection with the offering and sale of the Bonds.

(d) Subsequent Events. The District hereby agrees to notify the Underwriter of any event or occurrence that may affect the accuracy or completeness of any information set forth in the Official Statement relating to the District or the Improvement District, respectively, until the date which is twenty-five (25) days following the Closing or until such time (if earlier) as the Underwriter shall no longer hold any of the Bonds for sale.

(e) References. References herein to the Preliminary Official Statement and the final Official Statement include the cover page, inside cover page, and all appendices, exhibits, maps, reports and statements included therein or attached thereto.

(f) Amendments to Official Statement. During the period ending on the 25th day after the End of the Underwriting Period (or such other period as may be agreed to by the District and the Underwriter), the District (i) shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter and (ii) shall notify the Underwriter promptly if any event shall occur, or information comes to the attention of the District, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the opinion of the Underwriter, such event requires the preparation and distribution of a supplement or amendment to the Official Statement, the District shall

prepare and furnish to the Underwriter, at the District's expense, such number of copies of the supplement or amendment to the Official Statement, in form and substance mutually agreed upon by the District and the Underwriter, as the Underwriter may reasonably request. If the Official Statement is supplemented or amended, the supplement will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading. If such notification shall be given subsequent to the Closing, the District also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

(g) For purposes of this Agreement, the "End of the Underwriting Period" is used as defined in Rule 15c2-12 and shall occur on the later of (i) the date of Closing or (ii) when the Underwriter no longer retains an unsold balance of the Bonds; unless otherwise advised in writing by the Underwriter on or prior to the Closing, or otherwise agreed to by the District and the Underwriter, the District may assume that the End of the Underwriting Period is the Closing.

9. Representations, Warranties and Agreements of the Underwriter. The Underwriter represents to and agrees with the District that, as of the date hereof and as of the date of the Closing:

(a) The Underwriter is duly authorized to execute this Purchase Contract and to take any action under the Purchase Contract required to be taken by it.

(b) The Underwriter is in compliance with MSRB Rule G-37 with respect to the District, and is not prohibited thereby from acting as underwriter with respect to securities of the District.

(c) The Underwriter has, and has had, no financial advisory relationship, as that term is defined in the California Government Code Section 53590(c) or MSRB Rule G-23, with the District with respect to the Bonds, and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship.

10. Conditions to Closing. The Underwriter has entered into this Purchase Contract in reliance upon the representations and warranties of the District contained herein and the performance by the District of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter's obligations under this Purchase Contract are and shall be subject, at the option of the Underwriter, to the following further conditions at the Closing:

(a) Representations True. The representations and warranties of the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing;

and the District and the Improvement District shall be in compliance with each of the agreements made by it in this Purchase Contract;

(b) Obligations Performed. At the time of the Closing, (i) the Official Statement, this Purchase Contract and the Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by us; (ii) all actions under the Act which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of its obligations required under or specified in the Resolution, this Purchase Contract, or the Official Statement to be performed at or prior to the Closing;

(c) Adverse Rulings. No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Contract (and not reversed on appeal or otherwise set aside) or shall be pending or, to the best knowledge of the District, threatened which has any of the effects described in Section 7(g) hereof or contesting in any way the completeness or accuracy of the Official Statement;

(d) Marketability. Between the date hereof and the Closing, the market price or marketability or the ability of the Underwriter to enforce contracts for the sale of the Bonds, at the initial offering prices set forth in the Official Statement, shall not have been materially adversely affected in the judgment of the Underwriter (evidenced by a written notice to the District terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds) by reason of any of the following:

(i) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:

(A) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service, with the purpose or effect, directly or indirectly, of causing inclusion in gross income for purposes of federal income taxation of the interest received by the owners of the Bonds; or

(B) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended;

(ii) legislation enacted by the legislature of the State of California (the "State"), or a decision rendered by a court of the State, or a ruling, order, or regulation (final or temporary) made by State authority, which would have the effect of changing, directly or indirectly, the State tax consequences of interest on obligations of the general character of the Bonds in the hands of the holders thereof;

(iii) the formal declaration of war by Congress or a new major engagement in or escalation of military hostilities by order of the President of the United States, or the occurrence of any other declared national or international emergency that interrupts or causes discord to the operation of the financial markets in the United States;

(iv) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange;

(v) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(vi) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;

(vii) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status to any rating of the District's or the Improvement District's outstanding indebtedness by a national rating agency;

(viii) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(ix) the suspension by the SEC of trading in the outstanding securities of the District or the Improvement District; or

(x) any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to the Official Statement.

(e) Delivery of Documents. At or prior to the date of the Closing, Bond Counsel shall deliver sufficient copies of each of the following documents, in each case dated as of the Closing and satisfactory in form and substance to the Underwriter:

(i) Bond Opinion. An approving opinion of Bond Counsel, as to the validity and tax-exempt status of the Bonds, dated the date of the Closing, addressed to the District in substantially the form set forth in the Preliminary Official Statement and the Official Statement as Appendix B;

(ii) Reliance Letter. A reliance letter from Bond Counsel to the effect that the Underwriter may rely upon the opinion described in (e)(i) above;

(iii) Supplemental Opinion of Bond Counsel. A supplemental opinion of Bond Counsel in form and substance satisfactory to the Underwriter, dated the date of the Closing and addressed to District and the Underwriter, to the effect that:

(A) the description of the Bonds and the security for the Bonds and statements in the Official Statement on the cover page thereof and under the captions “INTRODUCTION,” “THE BONDS,” “PLAN OF FINANCE,” “LEGAL MATTERS,” and “TAX MATTERS,” to the extent they purport to summarize certain provisions of the Bonds, the Resolution, the Continuing Disclosure Undertaking, and the form and content of Bond Counsel’s opinion regarding treatment of interest on the Bonds under California law or federal law, fairly and accurately summarize the matters purported to be summarized therein; provided that Bond Counsel need not express any opinion with respect to any financial or statistical data, or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, information concerning DTC or related to its book-entry only system, or Appendices C, E, F and G of the Official Statement;

(B) the Continuing Disclosure Undertaking and this Purchase Contract have each been duly authorized, executed and delivered by the District and, assuming due authorization, execution and delivery by the other parties thereto, constitute legal, valid and binding agreements of the District and are enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors’ rights and except as their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought and by the limitations on legal remedies against public agencies in the State of California; and

(C) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Resolution is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended.

(iv) Disclosure Counsel Opinion. The Opinion of Nixon Peabody LLP, as disclosure counsel to the District (“Disclosure Counsel”), dated the date of the Closing and addressed to the District and the Underwriter, substantially to the effect that, based on such counsel’s participation in conferences with representatives of the

District, the Underwriter, and others, during which conferences the contents of the Official Statement and related matters were discussed, and in reliance thereon and on the records, documents, certificates and opinions described therein, such counsel advises the District and the Underwriter, that during the course of its engagement as Disclosure Counsel no information came to the attention of such counsel's attorneys rendering legal services in connection with such representation which caused such counsel to believe that the Official Statement as of its date (except for any financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, Appendices C, E, F and G, or any information regarding DTC or its book-entry only system included therein, as to which such counsel need express no opinion or view) contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(v) Certificates of the District. Certificate signed by appropriate officials of the District to the effect that (i) such officials are authorized to execute this Purchase Contract, (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has complied with all the terms of the Resolution, and this Purchase Contract to be complied with by the District prior to or concurrently with the Closing and such documents are in full force and effect, (iv) such District officials have reviewed the Official Statement and on such basis certify that the Official Statement (excluding therefrom information regarding DTC and its book-entry only system, and information regarding the investment portfolio, policies, practices and valuation procedures of the County Treasurer-Tax Collector, as to which no view need be expressed) does not contain any untrue statement of a material fact nor omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, and (v) the Bonds being delivered on the date of the Closing to the Underwriter under this Purchase Contract substantially conform to the descriptions thereof contained in the Resolution;

(vi) Arbitrage. A Tax Exemption Certificate of the District in form satisfactory to Bond Counsel;

(vii) Rating. Evidence satisfactory to the Underwriter that (i) the Bonds shall have been rated “___” by S&P Global Ratings (“S&P”), and “___” by Moody’s Investors Service (“Moody’s”) (or such other equivalent ratings as such rating agencies may give), and (ii) that any such ratings have not been revoked or downgraded;

(viii) Resolution. A certificate, together with fully executed copies of the Resolution, of the Secretary of the District Board of Trustees to the effect that:

(A) such copies are true and correct copies of the Resolution; and

(B) that the Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing.

(ix) Official Statement. A certificate of the appropriate official of the District evidencing his or her determinations respecting the Preliminary Official Statement in accordance with Rule 15c2-12;

(x) Continuing Disclosure Undertaking. An executed copy of the Continuing Disclosure Undertaking, substantially in the form presented in the Official Statement as Appendix D thereto.

(xi) Underwriter's Counsel Opinion. The opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, counsel to the Underwriter, addressed to the Underwriter, dated the date of the Closing, in form and substance satisfactory to the Underwriter;

(xii) Certificate of the Paying Agent. A certificate of the Paying Agent, signed by a duly authorized officer thereof, and in form and substance satisfactory to the Underwriter, substantially to the effect that no litigation is pending or, to the best of the Paying Agent's knowledge, threatened (either in state or federal courts) (A) seeking to restrain or enjoin the delivery by the Paying Agent of any of the Bonds, or (B) in any way contesting or affecting any authority of the Paying Agent for the delivery of the Bonds or the validity or enforceability of the Bonds or any agreement with the Paying Agent; and

(xiii) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Bond Counsel may reasonably request to evidence compliance (A) by the District with legal requirements, (B) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained and of the Official Statement, and (C) the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

(f) Termination. Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Bonds shall not have been delivered by the District to the Underwriter for review prior to the close of business, Pacific Daylight Time, on a day no later than two Business Days prior to the Closing, then the obligation to purchase Bonds hereunder shall terminate and be of no further force or effect except with respect to the obligations of the District and the Underwriter under Section 14 hereof.

If the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Contract or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract may be cancelled by the Underwriter at, or at any time prior to, the time of the Closing. Notice of such cancellation shall be given to the District in writing, or by telephone or telegraph, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District

hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing at its sole discretion.

11. **Conditions to Obligations of the District.** The performance by the District of its obligations is conditioned upon (a) the performance by the Underwriter of its obligations hereunder; and (b) receipt by the District and the Underwriter of opinions and certificates being delivered at the Closing by persons and entities other than the District.

12. **Costs of Issuance; Expenses.** (a) To the extent that the transactions contemplated by this Purchase Contract are consummated, the District shall pay from the proceeds of the Bonds, all costs of issuance of the Bonds from bond proceeds, including but not limited to the following costs of issuance: (i) the cost of the preparation and reproduction of the Resolution; (ii) the fees and disbursements of Bond Counsel and Disclosure Counsel; (iii) the cost of the preparation, printing and delivery of the Bonds; (iv) the fees, if any, for ratings on the Bonds, including all necessary travel expenses; (v) the cost of the printing and distribution of the Preliminary Official Statement and the Official Statement; (vi) the initial fees, if any, of the Paying Agent; (vii) the fees of the Municipal Advisor; (viii) the fees of any Fiscal Agent disbursing funds for such expenses, and (ix) all other fees and expenses incident to the issuance and sale of the Bonds.

In accordance with Section 21 of the Resolution, the District hereby directs the Underwriter to wire, at the Closing, a portion of the purchase price of the Bonds equal to \$_____ to Wells Fargo Bank, National Association, as fiscal agent to the District, to be deposited in the Costs of Issuance Fund for the payment of costs of issuance with respect to the Bonds. In the event that following payment of the expenses set forth above, there is any portion remaining in the costs of issuance account, such remaining amount shall be deposited into the Building Fund for the Bonds.

(b) Notwithstanding any of the foregoing, the Underwriter shall pay all out-of-pocket expenses of the Underwriter, including the California Debt and Investment Advisory Commission fee, the fees and disbursements of counsel to the Underwriter, and other expenses (except those expressly provided above) without limitation, except travel and related expenses in connection with obtaining credit ratings on the Bonds.

(c) The District acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

13. **Notices.** Any notice or other communication to be given under this Purchase Contract (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing at the following notice addresses or facsimile numbers or such other addresses or facsimile numbers as any of the following may designate in writing to the others:

If to the Underwriters: Piper Jaffray & Co.
2321 Rosecrans Avenue, Suite 3200,
El Segundo, California 90245
Attn: Trennis Wright
Fax: (310) 297-6001

If to the District: Vice Chancellor, Business Operations/Fiscal Services
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, California 92706-1640
Fax: (714) 796-3935

14. **Parties in Interest; Survival of Representations and Warranties.** When accepted by the District in writing as heretofore specified, this Purchase Contract shall constitute the entire agreement between the District and the Underwriter. This Purchase Contract is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All representations, warranties and agreements of the District in this Purchase Contract shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Bonds hereunder, and (c) any termination of this Purchase Contract.

15. **Execution in Counterparts.** This Purchase Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

16. **Applicable Law.** This Purchase Contract shall be interpreted, governed and enforced in accordance with the laws of the State of California applicable to contracts made and performed in such State.

Very truly yours,

PIPER JAFFRAY & CO.

By: _____
Authorized Officer

The foregoing is hereby agreed to and accepted as of _____ p.m. Pacific Daylight Time on the date first above written:

RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT

By: _____
Vice Chancellor, Business Operations/
Fiscal Services

EXHIBIT A

\$ _____
**SANTA ANA COLLEGE IMPROVEMENT DISTRICT NO. 1
 OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
 (Orange County, California)
 GENERAL OBLIGATION BONDS, ELECTION OF 2012, 2019 Series C**

\$ _____ **Serial Bonds**

<u>Maturity (August 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>	<u>10% Rule</u>	<u>Hold the Price Rule</u>
--------------------------------	-----------------------------	--------------------------	--------------	--------------	-----------------	--------------------------------

\$ _____ **Term Bonds**

<u>Maturity (August 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>	<u>10% Rule</u>	<u>Hold the Price Rule</u>
--------------------------------	-----------------------------	--------------------------	--------------	--------------	-----------------	--------------------------------

⁽¹⁾ Yield to call at par on August 1, 20__.

Redemption

Optional Redemption. The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their fixed maturity dates. The Bonds maturing on or after August 1, 20__ are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of funds, on August 1, 20__ or on any date thereafter, as a whole or in part, at a redemption price equal to the principal amount of Bonds so redeemed, together with interest accrued thereon to the date fixed for redemption, without premium.

Mandatory Sinking Fund Redemption. The Term Bonds maturing on August 1, 20__, are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20__, at a redemption price equal to the principal amount thereof, together with

accrued interest to the date fixed for redemption, without premium. The principal amount represented by such Term Bonds to be so redeemed and the dates therefor and the final principal payment date is as indicated in the following table:

Redemption Date <u>(August 1)</u>	<u>Principal Amount</u>
--------------------------------------	-------------------------

⁽¹⁾ Maturity.

In the event that a portion of the Term Bonds maturing on August 1, 20__ are optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown above shall be reduced proportionately, in integral multiples of \$5,000, in respect of the portion of such Term Bonds optionally redeemed.

EXHIBIT B

SCHEDULE OF CAPITALIZED INTEREST; USE OF ORIGINAL ISSUE PREMIUM

<u>Period Ending</u>	Premium used to pay <u>Debt Service</u>
----------------------	--

‡ Remaining interest accrued on such original issue premium, if any.

EXHIBIT C

FORM OF ISSUE PRICE CERTIFICATE

§ _____
SANTA ANA COLLEGE IMPROVEMENT DISTRICT NO. 1
OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
(Orange County, California)
GENERAL OBLIGATION BONDS, ELECTION OF 2012, 2019 Series C

The undersigned, on behalf of Piper Jaffray & Co., acting as underwriter (the “Underwriter”), in connection with the sale and issuance of the above-captioned bonds (the “Bonds”), being issued on the date hereof, hereby certifies and represents the following:

Sale of the General Rule Maturities.

As of the date hereof, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

Defined Terms.

- (a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”
- (b) *Issuer* means the Rancho Santiago Community College District.
- (c) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.
- (d) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.
- (e) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is August __, 2019.
- (f) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant

to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Nixon Peabody LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Dated: December __, 2017

PIPER JAFFRAY & CO., as Underwriter

By: _____
Authorized Representative

NEW ISSUE—BOOK ENTRY ONLY

RATINGS: S&P: “__”
Moody’s: “__”
(See “RATINGS” herein.)

In the opinion of Nixon Peabody LLP, Bond Counsel, under existing law and assuming compliance with the tax covenants described herein, and the accuracy of certain representations and certifications made by the College District and the Improvement District described herein, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”). Bond Counsel is also of the opinion that such interest on the Bonds is not treated as a preference item in calculating the alternative minimum tax imposed under the Code. Bond Counsel is further of the opinion that interest on the Bonds is exempt from personal income taxes of the State of California (the “State”) under present State law. See “TAX MATTERS” herein regarding certain other tax considerations.

\$ _____ *
**SANTA ANA COLLEGE IMPROVEMENT DISTRICT NO. 1 OF
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
(Orange County, California)
GENERAL OBLIGATION BONDS, ELECTION OF 2012
2019 SERIES C**

Dated: Date of Delivery

Due: August 1, as shown on inside cover.

The above-captioned bonds (the “Bonds”) offered hereunder by Rancho Santiago Community College District (the “College District”) on behalf of the Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District (the “Improvement District”) were authorized at a bond election conducted within the Improvement District on November 6, 2012 (the “Election”), at which more than 55% of the voters within the Improvement District voting on the measure voted to approve the issuance by the College District on behalf of the Improvement District of \$198,000,000 aggregate principal amount of bonds, as more fully described herein under the caption “INTRODUCTION.” The proceeds of the Bonds are being used to (i) finance the construction, acquisition, furnishing and equipping of College District facilities located within the Improvement District, (ii) make a deposit into the debt service fund of the Improvement District, and (iii) pay certain costs of issuance associated therewith, as more fully described herein under the caption “PLAN OF FINANCE.” The Bonds will be issued in denominations of \$5,000 principal amount or integral multiples thereof, and are payable as to principal amount or redemption price at the office of Wells Fargo Bank, National Association, as Paying Agent (the “Paying Agent”).

The Bonds are the third and final series of bonds issued pursuant to the authorization approved by the voters at the Election. The Bonds are issued on parity with all other general obligation bonds of the Improvement District, including any issued pursuant to any future authorizations. **The Bonds are not a general obligation of the College District. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS.”**

The Bonds will be issued as current interest bonds. The Bonds will mature on the dates and in the amounts and bear interest at the rates shown on the inside cover hereof. Interest on the Bonds is payable commencing February 1, 2020, and semiannually thereafter on February 1 and August 1 of each year. See “THE BONDS” herein.

The Bonds are issued in fully registered form and, when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”). DTC will act as securities depository of the Bonds as described herein under the caption “THE BONDS – Book-Entry Only System.”

The Bonds are subject to redemption prior to maturity as described herein. See “THE BONDS – Redemption – Optional Redemption” and “– Mandatory Sinking Fund Redemption” herein.

The Bonds are general obligations of the Improvement District only and are not obligations of the College District as a whole, Orange County, the State of California or any of its other political subdivisions. The Board of Supervisors of Orange County has the power and is obligated to levy and collect *ad valorem* property taxes for each fiscal year upon the taxable property within the Improvement District in an amount at least sufficient, together with other moneys available for such purpose, to pay the principal of, and premium, if any, and interest on each Bond as the same becomes due and payable.

**MATURITY SCHEDULE
(On Inside Cover)**

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

The Bonds will be offered when, as and if issued and received by Piper Jaffray & Co. (the “Underwriter”) subject to the approval of legality by Nixon Peabody LLP, San Francisco, California, Bond Counsel, and certain other conditions. Nixon Peabody LLP is also acting as Disclosure Counsel for the issue. Certain legal matters will be passed upon for the Underwriter by its counsel, Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California. It is anticipated that the Bonds will be available through the facilities of DTC on or about September __, 2019.

PIPER JAFFRAY & CO.

Dated: August __, 2019

* Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment without notice. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

MATURITY SCHEDULE

\$ _____ *

**SANTA ANA COLLEGE IMPROVEMENT DISTRICT NO. 1 OF
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
(Orange County, California)
GENERAL OBLIGATION BONDS, ELECTION OF 2012
2019 SERIES C**

Base CUSIP[†]: 801181

<u>Maturity Date</u> <u>(August 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>CUSIP No.[†]</u>
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\$ _____ % Term Bonds Maturing August 1, 20___, Yield: _____ %^C, CUSIP No.[†] 801181 _____

* Preliminary; subject to change.

^C Yield to call at par on August 1, 20___.

[†] CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by Standard & Poor's Financial Services LLC on behalf of The American Bankers Association. This information is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services Bureau. CUSIP numbers have been assigned by an independent company not affiliated with the College District or the Underwriter and are included solely for the convenience of the registered owners of the applicable Bonds. Neither the College District nor the Underwriter is responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the applicable Bonds or as included herein. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Bonds.

No dealer, broker, salesperson or other person has been authorized by the College District to provide any information or to make any representations other than as contained herein and, if given or made, such other information or representation must not be relied upon as having been authorized by the College District. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly described herein, are intended solely as such and are not to be construed as a representation of facts.

The information and expressions of opinion herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the College District since the date hereof. Although certain information set forth in this Official Statement has been provided by Orange County, Orange County has not approved this Official Statement and is not responsible for the accuracy or completeness of the statements contained in this Official Statement.

The Bonds have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or the Securities Exchange Act of 1934, as amended (the "Exchange Act"), in reliance upon exemptions contained in Section 3(a)2 of the Securities Act and Section 3(a)12 of the Exchange Act, and have not been registered or qualified under the securities laws of any state.

The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws, but the Underwriter does not guarantee the accuracy or completeness of such information.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS OFFERED HEREBY AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE BONDS TO CERTAIN DEALERS, INSTITUTIONAL INVESTORS, BANKS OR OTHERS AT PRICES LOWER OR HIGHER THAN THE PUBLIC OFFERING PRICES STATED ON THE INSIDE COVER PAGE HEREOF AND SAID PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

Statements included or incorporated by reference in the following information constitute "forward looking statements." Such statements are generally identifiable by the terminology used such as "plan," "project," "expect," "estimate," "budget" or other similar words. The achievement of results or other expectations contained in forward looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by such forward looking statements. Actual results may differ from the College District's forecasts. The College District is not obligated to issue any updates or revisions to the forward looking statements in any event.

The College District maintains a website. However, the information presented on that website is not part of this Official Statement and should not be relied upon in making investment decisions with respect to the Bonds. Various other websites referred to in this Official Statement are also not incorporated herein by such references.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Orange County, State of California

Board of Trustees

Phillip E. Yarbrough, *President*
Claudia C. Alvarez, *Vice President*
Zeke Hernandez, *Clerk*
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Nelida Mendoza, *Member*
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Ms. Tracie Limeburner-Green, *Vice Chancellor, Human Resources*
Linda D. Rose, *Ed.D., President, Santa Ana College*
John C. Hernandez, *Ph.D., President, Santiago Canyon College*

SPECIAL SERVICES

Underwriter

Piper Jaffray & Co.

Bond Counsel and Disclosure Counsel

Nixon Peabody LLP
San Francisco, California

Municipal Advisor

Cooperative Strategies, LLC
Irvine, California

Paying Agent

Wells Fargo Bank, National Association
Los Angeles, California

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§ _____ *

**SANTA ANA COLLEGE IMPROVEMENT DISTRICT NO. 1 OF
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
(Orange County, California)
GENERAL OBLIGATION BONDS, ELECTION OF 2012
2019 SERIES C**

INTRODUCTION

The Rancho Santiago Community College District (the “College District”), on behalf of the Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District (the “Improvement District” or “SFID No. 1”), proposes to issue \$ _____* aggregate principal amount of Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District General Obligation Bonds, Election of 2012, 2019 Series C (the “Bonds”), pursuant to the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with Section 53506) (the “Act”), and other applicable laws and regulations of the State of California (the “State”), an authorization received from the Improvement District’s voters at an election conducted on November 6, 2012, at which more than 55% of the persons voting on the proposition voted to authorize the issuance of \$198,000,000 principal amount of general obligation bonds of the Improvement District (the “Authorization”), and a resolution adopted by the Board of Trustees of the College District (the “Board”) on [July 15], 2019 (the “Resolution”). The issuance of the Bonds was approved in accordance with the requirements of the Act.

The Bonds are the third and final series of general obligation bonds to be issued under the Authorization. All general obligation bonds issued by or on behalf of the Improvement District are issued on parity with the Bonds and with each other.

Proceeds from the sale of the Bonds will be used to (i) finance the acquisition, construction, furnishing and equipping of College District facilities within the Improvement District, (ii) make a deposit to the debt service fund of the Improvement District (the “Debt Service Fund”), and (iii) pay related costs of issuance of the Bonds. See “PLAN OF FINANCE.”

The College District was established in 1971. The College District encompasses approximately 193 square miles in Orange County (the “County”). The College District maintains two comprehensive community colleges, each providing collegiate level instruction across a wide spectrum of subjects. Santa Ana College, founded in 1915, is located in Santa Ana and Santiago Canyon College, founded in 1997, is located in Orange. The College District also provides comprehensive college and continuing education programs at the Centennial Continuing Education Center, the Orange Continuing Education Center, the Santa Ana College Orange County Sheriff’s Regional Training Academy, the Digital Media Center, the Orange County Regional Fire Training Center, and various other sites throughout the College District. The College District serves a resident population of over 700,000, and includes portions of Santa Ana, Orange, Anaheim, Irvine, Garden Grove, Tustin, Villa Park, Costa Mesa, and Fountain Valley.

[To be updated in mid-July] The College District’s total enrollment for fiscal year 2018-19 was _____ students (full-time and part-time), with approximately _____ California resident full-time equivalent students (“FTES”) and _____ non-resident FTES. The College District projects total enrollment for fiscal year 2019-20 to be _____ students (full-time and part-time), with approximately _____ California resident FTES and _____ non-resident FTES. The College District has certain existing lease obligations as set forth in APPENDIX A and direct and overlapping bonded indebtedness

* Preliminary; subject to change.

as set forth under the caption “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – College District and Improvement District Debt” herein. The College District’s audited financial statements for fiscal year 2017-18 are attached hereto as APPENDIX C. For further information concerning the College District, see APPENDICES A and C attached hereto.

The Improvement District encompasses approximately 35 square miles, representing approximately 18.1% of the territory of the College District. The assessed valuation of the Improvement District for fiscal years 2017-18 and 2018-19 was \$38,507,755,295 and \$40,937,907,918, respectively, representing approximately 52% of the assessed valuation of the College District. The Improvement District was formed following a public hearing on July 21, 2008, pursuant to the provisions of Chapter 2 of Part 10 of Division 1 of Title 1 of the California Education Code (the “Education Code”) and proceedings taken by the College District.

PLAN OF FINANCE

The net proceeds of the Bonds will be used to finance the acquisition, construction, modernization, furnishing and equipping of College District facilities within the Improvement District as approved by the voters of the Improvement District pursuant to the Authorization, fund the deposit to the Debt Service Fund, and to pay certain costs of issuance of the Bonds. Prior to the Authorization, the College District prepared and submitted to the Board for approval a master list of capital improvement projects to be built, acquired, constructed or installed with the proceeds of the Bonds (the “Project List”). Proceeds of the Bonds will be used for certain items on the Project List, including but not limited to certain infrastructure improvements and renovations.

ESTIMATED SOURCES AND USES OF FUNDS

The estimated sources and uses of funds in connection with the Bonds are as follows:

Source of Funds

Principal Amount	
<i>Plus</i> Original Issue Premium	
Total Sources	_____
	=====

Uses of Funds

Project Fund	
Debt Service Fund	
Costs of Issuance ⁽¹⁾	
Total Uses	_____
	=====

⁽¹⁾ Costs of issuance include, but are not limited to, Underwriter’s discount, Municipal Advisor fees, printing and rating costs, fees and expenses of the Paying Agent, and Bond and Disclosure Counsel.

THE BONDS

Authority for Issuance and Security for the Bonds

The Bonds are general obligations of the Improvement District. The Improvement District received authorization to issue \$198,000,000 of its general obligation bonds at an election held on November 6, 2012, by more than fifty-five percent of the votes cast on the ballot proposition by eligible

voters within the Improvement District. The Bonds are being issued by the College District on behalf of Improvement District under the Act and other applicable laws and regulations of the State, and pursuant to the Resolution and the Authorization. The Bonds represent the third and final series of bonds issued under the Authorization.

All general obligation bonds issued by the Improvement District are issued on parity with one another, and hence, with the Bonds offered hereunder. The Board of Supervisors of the County has the power and is obligated to levy *ad valorem* property taxes upon all property subject to taxation within the Improvement District, without limitation as to rate or amount (except certain personal property, which is taxable at limited rates), for the payment of principal of and interest on the Bonds. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS.”

Permitted Investments

Under State law, the College District and Improvement District are generally required to pay all moneys received from any source into the County treasury to be held on behalf of the College District and Improvement District. The proceeds from the sale of the Bonds to the extent of the principal amount thereof, will be deposited in the County Treasury to the credit of the Building Fund (as defined in the Resolution) and shall be accounted for, together with the proceeds of other bonds of the Improvement District separately from all other College District, Improvement District and County funds. Such proceeds shall be applied solely for the purposes for which the Bonds were authorized. Any premium or accrued interest received by the College District will be deposited in the Debt Service Fund in the County treasury. Interest and earnings on each fund will accrue to that fund.

All funds held by the Orange County Treasurer (the “County Treasurer”) in the Building Fund and the Debt Service Fund are expected to be invested at the sole discretion of the County Treasurer, on behalf of the Improvement District, in such investments as are authorized by Section 53601 and following of the California Government Code and the investment policy of the County, as either may be amended or supplemented from time to time. See APPENDIX G – “ORANGE COUNTY INVESTMENT POLICY STATEMENT” for a description of the permitted investments under the investment policy of the County.

See APPENDIX F – “ORANGE COUNTY EDUCATIONAL INVESTMENT POOL DISCLOSURE” and APPENDIX G – “ORANGE COUNTY INVESTMENT POLICY STATEMENT.”

Description of the Bonds

The Bonds will be dated their date of delivery and will be issued in denominations of \$5,000 or integral multiples thereof. The Bonds will mature on the dates and in the amounts and bear interest at the rates per annum all as set forth on the inside cover page of this Official Statement. The Bonds will be issued as current interest bonds with principal payable at the maturity dates of the Bonds or their earlier redemption. Interest on the Bonds shall be computed using a year of 360 days comprising twelve 30 day months. Interest on the Bonds is payable on February 1 and August 1 in each year (each, an “Interest Payment Date”), commencing on February 1, 2020, to the registered owner thereof (each, an “Owner”) as of the close of business on the fifteenth calendar day of the month preceding any Interest Payment Date (a “Record Date”). Interest on each Bond will be payable from the Interest Payment Date next preceding the date of registration thereof, unless (i) it is registered after the close of business on any Record Date and before the close of business on the immediately following Interest Payment Date, in which event interest thereon shall be payable from such following Interest Payment Date; or (ii) it is registered prior to the close of business on the first Record Date, in which event, interest shall be payable from its dated date; provided, however, that if at the time of registration of any Bond interest thereon is in default, interest thereon shall be payable from the Interest Payment Date to which interest has previously been paid or

made available for payment. Payment of interest on the Bonds will be made on each Interest Payment Date by check or draft of the Paying Agent sent by first-class mail, postage prepaid, to the Owner thereof on the Record Date, or by wire transfer to any Owner of \$1,000,000 or more of such Bonds, to the account specified by such Owner in a written request delivered to the Paying Agent on or prior to the Record Date; provided however, that payments of defaulted interest shall be payable to the person in whose name such Bond is registered at the close of business on a special record date fixed therefor by the Paying Agent. Principal shall be payable in the years and amounts set forth on the inside cover page of this Official Statement.

The Bonds will be issued in fully registered form and, when issued, will be registered in the name of Cede & Co., as registered owner and nominee of DTC. DTC will act as securities depository for the Bonds. So long as Cede & Co. is the registered owner of the Bonds, as nominee of DTC, references herein to the Owners or registered owners shall mean Cede & Co. as aforesaid, and shall not mean the Beneficial Owners (as defined in APPENDIX E hereto) of the Bonds.

So long as Cede & Co. is the registered owner of the Bonds, principal of and interest, or premium, if any, on the Bonds are payable by wire transfer of New York Clearing House or equivalent next-day funds or by wire transfer of same day funds by the Paying Agent, to Cede & Co., as nominee for DTC. DTC is obligated, in turn, to remit such amounts to the DTC participants (“DTC Participants”) for subsequent disbursement to the Beneficial Owners. See APPENDIX E – “BOOK-ENTRY ONLY SYSTEM” herein.

Redemption

Optional Redemption. The Bonds maturing on or before August 1, 20__, are not subject to optional redemption prior to their respective stated maturity dates. The Bonds maturing on or after August 1, 20__, may be redeemed before maturity, at the option of the College District, from any source of available funds, in whole or in part on any date on or after August 1, 20__, at par, together with interest accrued thereon to the date of redemption, without premium.

Mandatory Sinking Fund Redemption. The Bonds maturing on August 1, 20__ (the “Term Bonds”), are subject to mandatory sinking fund redemption prior to their stated maturity in part (by lot) from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20__, at a redemption price equal to the principal amount, together with accrued interest thereon to the date fixed for redemption, without premium, on the dates and in the aggregate principal amounts listed below:

Mandatory Sinking Fund Payment Date (August 1)	Mandatory Sinking Fund Payment
---	---

⁽¹⁾ Maturity.

In the event that a portion of such Term Bond is optionally redeemed prior to maturity, the principal amount of each remaining sinking fund payment with respect to such Term Bond will be reduced as directed by the Improvement District in the aggregate amount equal to the amount so redeemed.

Selection of Bonds for Redemption

Whenever provision is made for the redemption of Bonds and less than all outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the College District given at least 60 days prior to the date designated for such redemption, shall select maturities of Bonds for redemption in such manner as the College District shall direct. Within a maturity, the Paying Agent shall select Bonds for redemption in such manner as the College District shall direct, or, in the absence of such direction, by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; *provided, however*, that the portion of any Bond to be redeemed in part shall be in the principal amount of \$5,000 or any integral multiple thereof.

Notice of Redemption

When redemption is authorized or required pursuant to the Resolution, the Paying Agent, upon written instruction from the College District given at least 60 days prior to the date designated for such redemption, shall give notice (each, a "Redemption Notice") of the redemption of the Bonds. Such Redemption Notice shall specify: (a) the Bonds or designated portions thereof (in the case of any Bond to be redeemed in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the principal amount of such Bond to be redeemed, and (g) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state (A) that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed the redemption price thereof, and (B) that from and after such date, interest on Bonds shall cease to accrue and be payable.

The Paying Agent shall take the following actions with respect to each such Redemption Notice: (i) at least 20 days but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of the Bonds designated for redemption by first-class mail, postage prepaid, at their addresses appearing on the bond register, and to the Municipal Securities Rulemaking Board (the "MSRB"); and (ii) in the event the Bonds are no longer held in book-entry form, at least 35 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (x) (1) first-class mail, postage prepaid, (2) telephonically confirmed facsimile transmission, or (3) overnight delivery service, to each of the Securities Depositories (defined below), and (y) (i) first class mail, postage prepaid, or (ii) overnight delivery service to the MSRB.

The "Securities Depositories" shall mean DTC and, in accordance with then-current guidelines of the Securities and Exchange Commission, such other securities depositories as the College District may designate in a certificate delivered to the Paying Agent.

Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Bonds shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Conditional Redemption

Any Redemption Notice may be made conditional upon the satisfaction of certain conditions and may be rescinded by the College District at any time prior to the scheduled date of redemption by so notifying the Owners of affected Bonds and the MSRB.

Partial Redemption of Bonds

Upon the surrender of any Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in principal amount to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the College District and the Improvement District shall be released and discharged thereupon from all liability to the extent of such payment.

Effect of Notice of Redemption

Notice having been given as required in the Resolution, and the moneys for redemption (including the interest to the applicable date of redemption) having been set aside in the Improvement District's Debt Service Fund, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed, together with interest to such redemption date, shall be held by the Paying Agent so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given, then from and after such redemption date, interest on the Bonds to be redeemed shall cease to accrue and become payable.

Transfer and Exchange

Any Bond may be exchanged for Bonds of like tenor, maturity and principal amount and transferred upon the bond registrar upon presentation and surrender of such Bond at the office of the Paying Agent, together with an assignment executed by the Owner or a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Bond or Bonds of like tenor and maturity and of any authorized denomination or denominations requested by the Owner equal to the principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

Discharge and Defeasance

All or any portion of the outstanding Bonds shall be paid and discharged in any one of the following ways:

(a) by paying or causing to be paid the principal of, premium, if any, and interest on all Bonds outstanding, and when the same become due and payable;

(b) by depositing with the Paying Agent, in trust, at or before maturity, cash which, together with the amounts then on deposit in the Debt Service Fund (and the accounts therein other than amounts that are not available to pay debt service) together with the interest to accrue thereon without the need for further investment, is fully sufficient to pay such Bonds at maturity thereof, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment; or

(c) by depositing with an institution which meets the requirements for acting as a successor Paying Agent pursuant to the Resolution selected by the College District, in trust, lawful money or noncallable direct obligations issued by the United States Treasury (including State and Local Government Series) or obligations which are unconditionally guaranteed by the United States of America and permitted under Section 149(b) of the Code and Regulations which, in the opinion of nationally recognized bond counsel, will not impair the exclusion from gross income for federal income tax purposes of interest on the Bonds, in such amount as will, together with the interest to accrue thereon without the need for further investment, be fully sufficient to pay and discharge all Bonds outstanding at maturity thereof, including any premium and all interest thereon, for which notice has been given or provided for, notwithstanding that any Bonds shall not have been surrendered for payment;

then all obligations of the College District and the Paying Agent under the Resolution with respect to the affected Bonds shall cease and terminate, except only the obligation of the Paying Agent to pay or cause to be paid to the Owners of the Bonds all sums due thereon, and the obligation of the College District and the College District to pay the Paying Agent amounts owing to the Paying Agent under the Resolution.

Book-Entry Only System

The Bonds will be issued in denominations of \$5,000 or any integral multiple thereof and will mature on the dates and in the principal amounts and bear interest at the rates per annum, all as set forth on the inside cover page of this Official Statement. The Bonds will be issued in fully registered form and, when issued, will be registered in the name of Cede & Co., as registered owner and nominee of DTC. DTC will act as securities depository for the Bonds. So long as Cede & Co. is the registered owner of the Bonds, as nominee of DTC, references herein to the Owners or registered owners shall mean Cede & Co. as aforesaid, and shall not mean the Beneficial Owners of the Bonds. For further information regarding DTC and the book-entry system, see APPENDIX E – “BOOK-ENTRY ONLY SYSTEM” hereto.

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DEBT SERVICE SCHEDULE

The following table summarizes the debt service requirements for the Bonds related to the Improvement District, assuming all general obligation bonds are outstanding and paid through their final maturity:

Year Ending (August 1)	Outstanding Bonds Debt Service	The Bonds		Total Annual Debt Service
		Annual Principal Payment	Annual Interest Payment	
2020	\$9,805,212.50			
2021	5,589,262.50			
2022	5,497,512.50			
2023	5,662,012.50			
2024	5,835,012.50			
2025	6,010,512.50			
2026	6,187,762.50			
2027	6,376,012.50			
2028	6,569,012.50			
2029	6,764,012.50			
2030	6,964,512.50			
2031	7,174,612.50			
2032	7,390,612.50			
2033	7,613,712.50			
2034	7,843,162.50			
2035	8,076,200.00			
2036	8,319,850.00			
2037	8,565,250.00			
2038	8,826,600.00			
2039	9,087,650.00			
2040	9,363,200.00			
2041	9,642,000.00			
2042	4,651,600.00			
2043	4,791,800.00			
2044	4,934,800.00			
Total	\$177,541,887.50			

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SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

General

The Bonds are general obligations of the Improvement District, and the Board of Supervisors of the County has the power and is obligated to levy and collect *ad valorem* taxes upon all property within the Improvement District subject to taxation by the County, without limitation as to rate or amount (except certain personal property which is taxable at limited rates) for payment of both principal of and interest on the Bonds. Subsequent to the issuance of the Bonds, all amounts for issuance of additional general obligation bonds under the Authorization will have been issued. All general obligation bonds issued by or on behalf of the Improvement District are issued on parity with one another.

Assessed Valuations – Constitutional and Statutory Initiatives

Article XIII A of the California Constitution. Article XIII A of the California Constitution limits the amount of any *ad valorem* tax on real property, to one percent of the full cash value thereof, except that additional *ad valorem* taxes may be levied to pay debt service on indebtedness approved by the voters prior to July 1, 1978, and on bonded indebtedness for the acquisition or improvement of real property which has been approved on or after July 1, 1978 by two-thirds of the voters on such indebtedness or 55% of voters voting on the proposition. Article XIII A defines full cash value to mean “the county assessor’s valuation of real property as shown on the 1975-76 tax bill under “full cash value,” or thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership have occurred after the 1975 assessment.” The full cash value may be increased at a rate not to exceed two percent per year to account for inflation.

Article XIII A has subsequently been amended to permit reduction of the “full cash value” base in the event of declining property values caused by damage, destruction or other factors, to provide that there would be no increase in the “full cash value” base in the event of reconstruction of property damaged or destroyed in a disaster and in other minor or technical ways.

Legislation Implementing Article XIII A. Legislation has been enacted and amended a number of times since 1978 to implement Article XIII A. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The one percent property tax is automatically levied by the county and distributed according to a formula among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1979.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the two percent annual adjustment are allocated among the various jurisdictions in the “taxing area” based upon their respective “situs.” Any such allocation made to a local agency continues as part of its allocation in future years.

All taxable property is shown at full market value on the tax rolls, with tax rates expressed as \$1 per \$100 of taxable value. All taxable property value included in this Official Statement is shown at 100% of market value (unless noted differently) and all general tax rates reflect the \$1 per \$100 of taxable value.

Assessed Valuations of the Improvement District

The assessed valuation of property in the Improvement District is established by the Assessor of the County (the “County Assessor”), except for public utility property which is assessed by the State Board of Equalization. Assessed valuations are reported at 100% of the full value of the property, as defined in Article XIII A of the California Constitution.

The State-reimbursed exemption currently provides a credit of \$7,000 of the full value of an owner-occupied dwelling for which application has been made to the County Assessor. The revenue estimated to be lost to local taxing agencies due to the exemption is reimbursed from State sources. Reimbursement is based upon total taxes due upon such exempt value and is not reduced by any amount for estimated or actual delinquencies.

In addition, certain classes of property such as churches, colleges, not-for-profit hospitals and charitable institutions are exempt from property taxation and do not appear on the tax rolls. No reimbursement is made by the State for such exemptions.

Economic and other factors beyond the Improvement District’s control, such as a general market decline in land values, reclassification of property to class exempt from taxation, whether by ownership or use (such as exemptions for property owned by State and local agencies and property used for qualified educational, hospital, charitable, or religious purposes), or the complete or partial destruction of taxable property caused by natural or manmade disaster such as earthquake, flood, fire, drought, toxic dumping, etc., could cause a reduction in the assessed value of taxable property within the Improvement District and necessitate a corresponding increase in the annual tax rate to be levied to pay the principal of and interest on the Improvement District’s outstanding general obligation bonds, including the Bonds.

For fiscal year 2018-19, the Improvement District’s total assessed valuation was \$40,937,907,918. Shown in the following tables is information relating to the assessed valuation of property in the Improvement District during the current fiscal year and the past four fiscal years, assessed valuation and parcels by land use in the Improvement District, assessed valuation in the Improvement District by jurisdiction, and per parcel assessed valuation of single-family homes in the Improvement District.

**SANTA ANA COLLEGE IMPROVEMENT DISTRICT NO. 1 OF
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Summary of Assessed Valuations**

	<u>Local Secured</u>	<u>Utility</u>	<u>Unsecured</u>	<u>Total</u>
2014-15	\$29,758,085,237	\$4,173,525	\$3,169,870,000	\$32,932,129,299
2015-16	31,619,986,142	4,173,525	2,904,498,126	34,528,657,793
2016-17	33,328,936,021	4,074,573	3,004,649,010	36,337,659,604
2017-18	35,488,206,587	4,074,573	3,015,474,135	38,507,755,295
2018-19	37,959,191,099	5,534,479	2,973,182,340	40,937,907,918

Source: California Municipal Statistics, Inc.

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**SANTA ANA COLLEGE IMPROVEMENT DISTRICT NO. 1 OF
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2018-19 Assessed Valuation and Parcels by Land Use**

	<u>2018-19 Assessed Valuation⁽¹⁾</u>	<u>% of Total</u>	<u>No. of Parcels</u>	<u>% of Total</u>
Non-Residential:				
Commercial/Office	\$12,835,251,210	33.81%	4,754	7.36%
Industrial	5,673,417,118	14.95	2,585	4.00
Government/Social/Institutional	415,830	0.00	170	0.26
Miscellaneous	417,361	0.00	13	0.02
Subtotal Non-Residential	<u>\$18,509,501,519</u>	<u>48.76%</u>	<u>7,522</u>	<u>11.64%</u>
Residential:				
Single Family Residence	\$12,275,349,511	32.34%	38,837	60.12%
Condominium/Townhouse	3,551,706,254	9.36	11,934	18.47
Mobile Homes	52,568,683	0.14	3,316	5.13
2+ Residential Units/Apartments	3,570,065,132	9.41	2,993	4.63
Subtotal Residential	<u>\$19,449,689,580</u>	<u>51.24%</u>	<u>57,080</u>	<u>88.36%</u>
Total	<u>\$37,959,191,099</u>	<u>100.00%</u>	<u>64,602</u>	<u>100.00%</u>

⁽¹⁾ Local Secured Assessed Valuation, excluding tax-exempt property.
Source: California Municipal Statistics, Inc.

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**SANTA ANA COLLEGE IMPROVEMENT DISTRICT NO. 1 OF
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2018-19 Assessed Valuation by Jurisdiction**

Jurisdiction	Assessed Valuation in SFID No. 1	% of SFID No. 1	Assessed Valuation of Jurisdiction	% of Jurisdiction in SFID No. 1
City of Anaheim	\$ 153,141,605	0.37%	\$ 45,731,391,443	0.33%
City of Costa Mesa	1,074,164,102	2.62	19,953,537,995	5.38
City of Fountain Valley	269,218,999	0.66	9,591,156,528	2.81
City of Garden Grove	4,596,604,572	11.23	16,905,098,847	27.19
City of Irvine	9,186,520,154	22.44	78,439,755,961	11.71
City of Newport Beach	2,150,520,017	5.25	57,701,161,781	3.73
City of Santa Ana	22,794,152,986	55.68	26,520,241,206	85.95
City of Tustin	102,768,745	0.25	13,043,122,290	0.79
Unincorporated Orange County	610,816,738	1.49	30,385,043,725	2.01%
Total District	\$40,937,907,918	100.00%		
Orange County	\$40,937,907,918	100.00%	\$591,987,855,656	6.92%

Unified School District	Assessed Valuation in SFID No. 1	% of SFID No. 1	Assessed Valuation of USD	% of Jurisdiction in SFID No. 1
Garden Grove Unified School District	\$ 7,797,272,599	19.05%	\$27,087,782,099	28.79%
Santa Ana Unified School District	33,140,635,319	80.95	33,140,635,319	100.00
Total District	\$40,937,907,918	100.00%		

Source: California Municipal Statistics, Inc.

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**SANTA ANA COLLEGE IMPROVEMENT DISTRICT NO. 1 OF
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Per Parcel 2018-19 Assessed Valuation of Single-Family Homes**

	<u>No. of Parcels</u>	<u>2018-19 Assessed Valuation</u>	<u>Average Assessed Valuation</u>	<u>Median Assessed Valuation</u>
Single-Family Residential	38,837	\$12,275,349,511	\$316,074	\$293,816

<u>2018-19 Assessed Valuation</u>	<u>No. of Parcels⁽¹⁾</u>	<u>% of Total</u>	<u>Cumulative % of Total</u>	<u>Total Valuation</u>	<u>% of Total</u>	<u>Cumulative % of Total</u>
\$0 - \$49,999	1,116	2.874%	2.874%	\$ 43,119,384	0.351%	0.351%
\$50,000 - \$99,999	3,754	9.666	12.540	257,171,092	2.095	2.446
\$100,000 - \$149,999	1,802	4.640	17.179	229,766,754	1.872	4.318
\$150,000 - \$199,999	3,274	8.430	25.610	577,054,200	4.701	9.019
\$200,000 - \$249,999	5,006	12.890	38.499	1,130,766,930	9.212	18.231
\$250,000 - \$299,999	5,087	13.098	51.598	1,398,036,331	11.389	29.620
\$300,000 - \$349,999	3,904	10.052	61.650	1,264,190,536	10.299	39.918
\$350,000 - \$399,999	3,672	9.455	71.105	1,375,821,854	11.208	51.126
\$400,000 - \$449,999	3,223	8.299	79.404	1,367,120,827	11.137	62.263
\$450,000 - \$499,999	2,635	6.785	86.188	1,247,132,857	10.160	72.423
\$500,000 - \$549,999	1,824	4.697	90.885	955,989,220	7.788	80.211
\$550,000 - \$599,999	1,380	3.553	94.438	790,492,228	6.440	86.651
\$600,000 - \$649,999	816	2.101	96.539	508,235,352	4.140	90.791
\$650,000 - \$699,999	489	1.259	97.798	327,855,469	2.671	93.462
\$700,000 - \$749,999	260	0.669	98.468	188,068,176	1.532	94.994
\$750,000 - \$799,999	141	0.363	98.831	108,891,980	0.887	95.881
\$800,000 - \$849,999	71	0.183	99.014	58,353,677	0.475	96.356
\$850,000 - \$899,999	50	0.129	99.143	43,520,817	0.355	96.711
\$900,000 - \$949,999	37	0.095	99.238	33,995,322	0.277	96.988
\$950,000 - \$999,999	33	0.085	99.323	32,094,311	0.261	97.249
\$1,000,000 and greater	263	0.677	100.000	337,672,194	2.751	100.000
Total	38,837	100.000%		\$12,275,349,511	100.000%	

⁽¹⁾ Improved single family residential parcels. Excludes condominiums and parcels with multiple family units.
Source: California Municipal Statistics, Inc.

Appeals of Assessed Value; Proposition 8 Reductions

A property owner may appeal a county assessor’s determination of assessed value based on Proposition 8, passed by the voters in November 1978 (“Proposition 8”), or based on a challenge to the base year value of that property.

Proposition 8 requires that for each January 1 lien date, the taxable value of real property must be the lesser of its base year value, annually adjusted by the inflation factor pursuant to Article XIII A of the State Constitution, or its full cash value, taking into account reductions in value due to damage, destruction, depreciation, obsolescence, removal of property or other factors causing a decline in value. Property owners may apply for a Proposition 8 reduction of their property tax assessment with the County board of equalization or assessment appeals board. In most cases, an appeal is based on the property owner’s belief that market conditions cause the property to be worth less than its current assessed value. Proposition 8 reductions may also be unilaterally applied by the county assessor.

Any reduction in the assessed value granted as a result of a Proposition 8 appeal or unilateral reassessment by the county assessor applies to the year for which the application or reassessment is made. These reductions are subject to annual review and the assessed values are adjusted back to the original

values when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it becomes subject to the annual inflationary factor growth rate allowed under Article XIII A.

Appeals for reduction in the base year value of an assessment, if successful, reduce the assessment for the year in which the appeal is made and thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the new construction date or change of ownership.

Neither the College District nor the Improvement District can predict the changes in assessed values that might result from pending or future appeals by taxpayers. Any reduction in aggregate assessed valuation of property within the Improvement District due to appeals, as with any reduction in assessed valuation due to other causes, will result in an increase of the tax rate levied upon all property subject to taxation within the Improvement District for the payment of principal of and interest on the Bonds, when due.

Proposition 50 and Proposition 171

On June 3, 1986, the voters of the State approved Proposition 50 (“Proposition 50”). Proposition 50 amends Section 2 of Article XIII A of the State Constitution to allow owners of property that was “substantially damaged or destroyed” by a disaster, as declared by the Governor (the “Damaged Property”), to transfer their existing base year value (the “Original Base Year Value”) to a comparable replacement property within the same county which is acquired or constructed within five years after the date of the disaster. At the time of such transfer, the Damaged Property will be reassessed at its full cash value immediately prior to damage or destruction (the “Original Cash Value”); however, such property will retain its base year value notwithstanding such a transfer. Property is substantially damaged or destroyed if either the land’s or the improvements’ sustain physical damage amounting to more than 50% of either the land or improvements full cash value immediately prior to the date of the disaster. There is no filing deadline, but the county assessor may only correct four years of assessments when the owner fails to file a claim within four years of acquiring a replacement property.

Under Proposition 50, the base year value of the replacement property (the “Replacement Base Year Value”) depends on the relation of the full cash value of the replacement property (the “Replacement Cash Value”) to the Original Cash Value:

-if the Replacement Cash Value exceeds 120% of the Original Cash Value, then the Replacement Base Year Value is calculated by combining the Original Base Year Value with such excessive Replacement Cash Value;

-if the Replacement Cash Value does not exceed 120% of the Original Cash Value, then the Replacement Base Year Value equals the Original Base Year Value;

-if the Replacement Cash Value is less than the Original Cash Value, then the Replacement Base Year Value equals the Replacement Cash Value;

The replacement property must be comparable in size, utility, and function to the Damaged Property.

On November 2, 1993, the voters of the State approved Proposition 171 (“Proposition 171”). Proposition 171 amends subdivision (e) of Section 2 of Article XIII A of the State Constitution to allow owners of Damaged Property to transfer their Original Base Year Value to a “comparable replacement

property” located within another county in the State, which is acquired or newly constructed within three years after the disaster.

Inter-county transfers under Proposition 171 are more restrictive than inter-county transfers under Proposition 50. For example, Proposition 171 (a) only applies to (i) structures that are owned and occupied by property owners as their principal place of residence and (ii) land of a “reasonable size that is used as a site for a residence;” (b) explicitly does not apply to property owned by firms, partnerships, associations, corporations, companies, or legal entities of any kind; (c) only applies to replacement property located in a county that adopts an ordinance allowing Proposition 171 transfers; (d) claims must be timely filed within three years of the date of purchase or completion of new construction; and (e) only applies to comparable replacement property, which has a full cash value that is of “equal or lesser value” than the Original Cash Value.

Within the context of Proposition 171, “equal or lesser value” means that the amount of the Replacement Cash Value does not exceed either (1) 105% of the Original Cash Value when the replacement property is acquired or constructed within one year of the dated destruction, (2) 110% of the Original Cash Value when the replacement property is acquired or constructed within two years of the dated destruction, or (3) 115% of the Original Cash Value when the replacement property is acquired or constructed within three years of the dated destruction.

Effect of Natural Disasters on Assessed Valuations

As referenced under “– Assessed Valuations of the Improvement District” herein, assessed valuations are subject to change in each year, and such changes may result from a variety of factors, including natural disasters. In recent years, there have been several notable natural disasters in the State. These include drought conditions throughout the State, which led to a State-wide Drought State of Emergency issued in January, 2014, and certain executive orders issued in 2015 and 2016, aiming to reduce water usage in local communities. The drought was declared to have ended in 2017 in most of the State due to record-level precipitation in late 2016 and early 2017. In addition, major wildfires have occurred in recent years in different regions of the State. Neither the College District nor the Improvement District sustained any property losses as a result of these recent fires. However, serious and significant property damage has resulted in other areas of the State due to fire damage. On September 21, 2018, the Governor signed a number of measures into law addressing issues related to increased wildfire risk in the State, including forest management, mutual aid for fire departments, emergency alerts and safety mandates.

On August 27, 2018, the California Natural Resources Agency released its Fourth Climate Change Assessment, which included as key findings that the frequency of drought and the amount of acres consumed by wildfire in the State would both increase in the future. This report details significant economic impact to the State as a result of these and other natural disasters. The report is publicly available at <http://www.climateassessment.ca.gov/>. The reference to this internet website is shown for convenience only; the information contained within the website may not be current, has not been reviewed by the College District or the Improvement District and is not incorporated herein by reference.

Neither the College District nor the Improvement District can predict or make any representations regarding the effects that natural disasters, such as fire, drought or extended drought conditions, earthquakes, or other related natural or man-made conditions, have or may have on the value of taxable property within the Improvement District, or to what extent the effects said natural disasters might have on economic activity in the Improvement District or throughout the State. See below under the heading “– Appeals and Potential Reduction of Assessed Valuations.”

Ad Valorem Property Tax Rates, Levies, Collections and Delinquencies

Taxes are levied for each fiscal year on taxable real and personal property which is situated in the County as of the preceding January 1. However, upon a change in ownership of property or completion of new construction, State law permits an accelerated recognition and taxation of increases in real property assessed valuation (known as a “floating lien date”). For assessment and collection purposes, property is classified either as “secured” or “unsecured” and is listed accordingly on separate parts of the assessment roll. The “secured roll” is that part of the assessment roll containing State assessed property secured by a lien which is sufficient, in the opinion of the assessor, to secure payment of the taxes. Other property is assessed on the “unsecured roll.”

The County levies a 1% property tax on behalf of all taxing agencies in the County. The taxes collected are allocated on the basis of a formula established by State law enacted in 1979. Under this formula, the County and all other taxing entities receive a base year allocation plus an allocation on the basis of “situs” growth in assessed value (new construction, change of ownership, inflation) prorated among the jurisdictions which serve the tax rate areas within which the growth occurs. Tax rate areas are specifically defined geographic areas which were developed to permit the levying of taxes for less than county-wide or less than city-wide special and school districts. In addition, the County levies and collects additional approved property taxes and assessments on behalf of any taxing agency within the County.

Property taxes on the secured roll are due in two installments, on November 1 and February 1. If unpaid, such taxes become delinquent after December 10 and April 10, respectively, then a ten percent penalty attaches to any delinquent payment. In addition, property on the secured roll with respect to which taxes are delinquent is declared tax-defaulted on or about June 30. Such property may thereafter be redeemed by payment of the delinquent taxes and the delinquency penalty, plus costs and redemption penalty of one and one-half percent per month to the time of redemption. If taxes are unpaid for a period of five years or more, the tax-defaulted property is subject to sale by the County Treasurer.

Property taxes on the unsecured roll are currently due as of the January 1 lien date prior to the commencement of a fiscal year and become delinquent, if unpaid, on August 31. A ten percent penalty attaches to delinquent taxes on property on the unsecured roll and an additional penalty of one and one-half percent per month begins to accrue on November 1. The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a certificate in the office of the Clerk of the County (the “County Clerk”) specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer; (3) filing a certificate of delinquency for recordation in the County Recorder’s office in order to obtain a lien on certain property of the taxpayer; and (4) seizure and sale of personal property, improvements, bank accounts or possessory interests belonging or assessed to the taxpayer.

The County levies and collects all property taxes for property falling within its taxing boundaries.

The following table sets forth secured tax charges and delinquencies levied in the Improvement District for fiscal years 2014-15 through 2017-18.

**SANTA ANA COLLEGE IMPROVEMENT DISTRICT NO. 1 OF
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Secured Tax Charges and Delinquencies**

	<u>Secured Tax Charge⁽¹⁾</u>	<u>Amount Delinquent June 30</u>	<u>% Delinquent June 30</u>
2014-15	\$6,825,841.05	\$76,308.38	1.12%
2015-16	6,342,327.92	45,256.24	0.71
2016-17	6,601,804.08	48,171.07	0.73
2017-18	6,104,790.28	38,600.29	0.63

⁽¹⁾ Bond debt service levy. Excludes supplemental property. Levy began in fiscal year 2014-15.
Source: California Municipal Statistics, Inc.

The following table sets forth secured tax charges and delinquencies levied in the College District for fiscal years 2014-15 through 2017-18.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Secured Tax Charges and Delinquencies**

	<u>Secured Tax Charge⁽¹⁾</u>	<u>Amount Delinquent June 30</u>	<u>% Delinquent June 30</u>
2014-15	\$41,240,922.37	\$286,291.44	0.69%
2015-16	43,396,651.64	296,553.43	0.68
2016-17	45,247,098.21	313,365.89	0.69
2017-18	47,532,744.12	259,937.13	0.55

⁽¹⁾ 1% General Fund apportionment. Excludes supplemental roll.
Source: California Municipal Statistics, Inc.

Alternative Method of Tax Apportionment – Teeter Plan

The Board of Supervisors of the County (the “Board of Supervisors”) has approved the implementation of the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the “Teeter Plan”), as provided for in Section 4701 *et seq.* of the California Revenue and Taxation Code. Under the Teeter Plan, the County apportions secured property taxes on an accrual basis when due (irrespective of actual collections) to its local political subdivisions, including the College District and the Improvement District, for which the County acts as the tax-levying or tax-collecting agency.

The Teeter Plan is applicable to all tax levies for which the County acts as the tax-levying or tax-collecting agency, or for which the County treasury is the legal depository of the tax collections. The Teeter Plan does apply to *ad valorem* property tax levies made to support debt service on the Bonds.

The *ad valorem* property tax to be levied to pay the interest on and principal of the Bonds will be subject to the Teeter Plan, beginning in the first fiscal year of such levy. The Improvement District will receive 100% of the *ad valorem* property taxes levied to pay the Bonds irrespective of actual delinquencies in the collection of the taxes by the County.

The Teeter Plan is to remain in effect unless the Board of Supervisors orders its discontinuance or unless, prior to the commencement of any fiscal year of the County (which commences on July 1), the Board of Supervisors receives a petition for its discontinuance joined in by a resolution adopted by at least two-thirds of the participating revenue districts in the County. In the event the Board of Supervisors is to order discontinuance of the Teeter Plan subsequent to its implementation, only those secured property taxes actually collected would be allocated to political subdivisions (including the College District and the Improvement District) for which the County acts as the tax-levying or tax-collecting agency.

Tax Rates

Representative tax rate areas (each a “TRA”) located within the Improvement District include Tax Rate Area 11-003. The table below shows the total *ad valorem* tax rates levied by all taxing entities in the TRA during the five-year period from 2014-15 through 2018-19.

**SANTA ANA COLLEGE IMPROVEMENT DISTRICT NO. 1 OF
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**Typical Tax Rates per \$100 of Assessed Valuation
TRA 11-003 / 2018-19 Assessed Valuation: \$6,551,347,119⁽¹⁾**

	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
General	1.00000%	1.00000%	1.00000%	1.00000%	1.00000%
Santa Ana Unified School District	.06869	.06604	.06377	.06327	.05561
Rancho Santiago Community College District	.02878	.03063	.02999	.03013	.02875
Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District	.02200	.01976	.01946	.02075	.01662
Metropolitan Water District	.00350	.00350	.00350	.00350	.00350
Total	<u>1.12297%</u>	<u>1.11993%</u>	<u>1.11672%</u>	<u>1.11765%</u>	<u>1.10448%</u>

⁽¹⁾ 16.00% of total Improvement District valuation.
Source: California Municipal Statistics, Inc.

Largest Taxpayers

The twenty largest local secured taxpayers in the Improvement District and their assessed valuations for 2018-19 are shown in the following table.

**SANTA ANA COLLEGE IMPROVEMENT DISTRICT NO. 1 OF
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Largest 2018-19 Local Secured Taxpayers**

	<u>Property Owner</u>	<u>Primary Land Use</u>	<u>2018-19 Assessed Valuation</u>	<u>% of Total⁽¹⁾</u>
1.	Allergan Pharmaceuticals	Industrial	\$ 346,055,444	0.91%
2.	Irvine Office Towers 1 LLC	Commercial	332,582,494	0.88
3.	Edwards Lifesciences LLC	Industrial	316,077,251	0.83
4.	Irvine Apartment Communities LP	Apartments	307,229,637	0.81
5.	Hancock S-REIT Irvine Corp.	Commercial	287,150,398	0.76
6.	Mainplace Shoppingtown LLC	Commercial	286,542,479	0.75
7.	The Irvine Company	Commercial	267,636,345	0.71
8.	Jacaranda Holdings LLC	Commercial	265,200,000	0.70
9.	GWGG LLC	Commercial	222,977,588	0.59
10.	Lakeshore Properties LLC	Commercial	217,302,793	0.57
11.	Boardwalk Office Associates LLC	Commercial	181,883,184	0.48
12.	Newport Gateway Office LLF	Commercial	180,873,429	0.48
13.	HG Newport Owner LLC	Commercial	176,500,000	0.46
14.	Astoria Central Park West	Residential	157,834,260	0.42
15.	Investel Harbor Resorts LLC	Commercial	150,262,285	0.40
16.	RP/Essex Skyline Holdings LLC	Apartments	141,563,922	0.37
17.	First American Title Insurance Co.	Commercial	140,488,967	0.37
18.	BRE/OC Griffin LLC	Commercial	138,904,328	0.37
19.	SPUS7 Irvine Hotel Owner LP	Commercial	124,229,235	0.33
20.	WJ Newport LLC	Commercial	123,984,379	0.33
			\$4,365,278,418	11.50%

⁽¹⁾ 2018-19 Local Secured Assessed Valuation: \$37,959,191,099
Source: California Municipal Statistics, Inc.

College District and Improvement District Debt

Prior to delivery of the Bonds, the Improvement District has \$109,205,000 outstanding in general obligation indebtedness. All additional series of bonds issued under and pursuant to the Authorization and any other authorization of the Improvement District will be secured on parity with the Bonds. Following issuance of the Bonds, all of the Authorization will have been issued. See APPENDIX A for information on debt of the College District.

The following table is a statement of the Improvement District's direct and estimated overlapping bonded debt as of June 1, 2019. The debt report is included for general information purposes only. Neither the College District nor the Improvement District has reviewed the debt report for completeness or accuracy or makes any representation in connection therewith.

The debt report below generally includes long-term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the Improvement District in whole or in part. Such long term obligations generally are not payable from revenues of the Improvement District (except as indicated) nor are they necessarily obligations secured by land within the Improvement

District. In many cases long-term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency.

Column 1 in the table names each public agency which has outstanding debt as of the date of the report and whose territory overlaps the Improvement District in whole or in part. Column 2 shows the percentage of each overlapping agency's assessed value located within the boundaries of the Improvement District. This percentage, multiplied by the total outstanding debt of each overlapping agency (which is not shown in the table) produces the amount shown in Column 3, which is the apportionment of each overlapping agency's outstanding debt to taxable property in the Improvement District.

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**SANTA ANA COLLEGE IMPROVEMENT DISTRICT NO. 1 OF
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DIRECT AND OVERLAPPING BONDED INDEBTEDNESS**

2018-19 Assessed Valuation: \$40,937,907,918

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt 6/1/19</u>
Metropolitan Water District	1.402%	\$ 673,661
Rancho Santiago Community College District	52.837	123,666,056
Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District	100.	115,390,000⁽¹⁾
Garden Grove Unified School District	28.785	114,043,338
Santa Ana Unified School District	100.	293,004,757
Irvine Ranch Water District, I.D. Nos. 113 and 213	4.332	1,643,744
Santa Ana Unified School District Community Facilities District No. 2004-1	100.	7,110,000
City of Irvine Community Facilities District No. 2004-1	100.	17,610,000
California Statewide Communities Development Authority Community Facilities District No. 2018-3	100.	8,300,000
City 1915 Act Bonds	0.660-100.	1,922,594
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		\$683,364,150

<u>OVERLAPPING GENERAL FUND DEBT:</u>		
Orange County General Fund Obligations	6.915%	\$ 26,879,988
Orange County Pension Obligation Bonds	6.915	28,187,562
Orange County Board of Education Certificates of Participation	6.915	932,834
Santa Ana Unified School District Certificates of Participation	100.	66,113,991
City of Anaheim General Fund Obligations	0.335	2,538,496
City of Garden Grove General Fund Obligations	27.191	6,179,155
City of Santa Ana General Fund Obligations	85.950	38,656,013
Other City General Fund Obligations	Various	7,047,296
TOTAL GROSS OVERLAPPING GENERAL FUND DEBT		\$176,535,335
Less: City of Anaheim supported obligations		1,972,129
TOTAL NET OVERLAPPING GENERAL FUND DEBT		\$174,563,206

<u>OVERLAPPING TAX INCREMENT DEBT:</u>		
Successor Agency to Garden Grove Redevelopment Agency	40.783%	\$ 26,264,252
Successor Agency to Santa Ana Redevelopment Agency	89.606	64,794,099
Other Redevelopment Successor Agencies	Various	5,217,043
TOTAL OVERLAPPING TAX INCREMENT DEBT		\$ 96,275,394

GROSS COMBINED TOTAL DEBT	\$956,174,879 ⁽²⁾
NET COMBINED TOTAL DEBT	\$954,202,750

Ratios to 2018-19 Assessed Valuation:

Direct Debt (\$115,930,000)	0.28%
Total Direct and Overlapping Tax and Assessment Debt	1.67%
Gross Combined Total Debt	2.34%
Net Combined Total Debt	2.33%

Ratios to 2018-19 Redevelopment Incremental Valuation (\$8,386,253,293):

Total Overlapping Tax Increment Debt	1.15%
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(1) Excludes issue to be sold.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Source: California Municipal Statistics, Inc.

TAX MATTERS

Federal Income Taxes

The Internal Revenue Code of 1986, as amended (the “Code”), imposes certain requirements that must be met subsequent to the issuance and delivery of the Bonds for interest thereon to be and remain excluded from gross income for federal income tax purposes. Noncompliance with such requirements could cause the interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issue of the Bonds. Pursuant to the Resolution and the Tax and Nonarbitrage Certificate executed by the College District and the Improvement District in connection with the issuance of the Bonds (the “Tax Certificate”), the College District and the Improvement District have covenanted to comply with the applicable requirements of the Code in order to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes pursuant to Section 103 of the Code. In addition, the College District and the Improvement District have made certain representations and certifications in the Resolution and the Tax Certificate. Bond Counsel will not independently verify the accuracy of those representations and certifications.

In the opinion of Nixon Peabody LLP, Bond Counsel, under existing law and assuming compliance with the aforementioned covenant, and the accuracy of certain representations and certifications made by the College District and the Improvement District described above, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Code. Bond Counsel is also of the opinion that such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code.

In rendering these opinions, Bond Counsel has relied upon representations and covenants of the College District and the Improvement District in the Tax Certificate concerning the property financed with Bond proceeds, the investment and use of Bond proceeds and the rebate to the federal government of certain earnings thereon. In addition, Bond Counsel has assumed that all such representations are true and correct and that the College District and the Improvement District will comply with such covenants. Bond Counsel has expressed no opinion with respect to the exclusion of the interest on the Bonds from gross income under Section 103(a) of the Code in the event that any of such College District and the Improvement District representations are untrue or the College District and the Improvement District fails to comply with such covenants, unless such failure to comply is based on the advice or the opinion of Bond Counsel.

State Taxes

Bond Counsel is also of the opinion that interest on the Bonds is exempt from personal income taxes of the State of California under present State law. Bond counsel expresses no opinion as to other state or local tax consequences arising with respect to the Bonds nor as to the taxability of the Bonds or the income therefrom under the laws of any state other than California.

Original Issue Discount

Bond Counsel is further of the opinion that the excess of the principal amount of a maturity of the Bonds over its issue price (i.e., the first price at which price a substantial amount of such maturity of the Bonds was sold to the public, (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) (each, a “Discount Bond” and collectively, the “Discount Bonds”) constitutes original issue discount which is excluded from gross income for federal income tax purposes to the same extent as interest on the Bonds. Further, such original issue discount accrues actuarially on a constant interest rate basis over the term of each Discount Bond and the basis of each

Discount Bond acquired at such issue price by an initial purchaser thereof will be increased by the amount of such accrued original issue discount. The accrual of original issue discount may be taken into account as an increase in the amount of tax-exempt income for purposes of determining various other tax consequences of owning the Discount Bonds, even though there will not be a corresponding cash payment. Owners of the Discount Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Discount Bonds.

Original Issue Premium

Bonds sold at prices in excess of their principal amounts are “Premium Bonds.” An initial purchaser with an initial adjusted basis in a Premium Bond in excess of its principal amount will have amortizable bond premium which is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each Premium Bond based on the purchaser’s yield to maturity (or, in the case of Premium Bonds callable prior to their maturity, over the period to the call date, based on the purchaser’s yield to the call date and giving effect to any call premium). For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation with an amortizable bond premium is required to decrease such purchaser’s adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Bonds. Owners of the Premium Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Premium Bonds.

Ancillary Tax Matters

Ownership of the Bonds may result in other federal tax consequences to certain taxpayers, including, without limitation, certain S corporations, foreign corporations with branches in the United States, property and casualty insurance companies, individuals receiving Social Security or Railroad Retirement benefits, individuals seeking to claim the earned income credit, and taxpayers (including banks, thrift institutions and other financial institutions) who may be deemed to have incurred or continued indebtedness to purchase or to carry the Bonds. Prospective investors are advised to consult their own tax advisors regarding these rules.

Interest paid on tax-exempt obligations such as the Bonds is subject to information reporting to the Internal Revenue Service (the “IRS”) in a manner similar to interest paid on taxable obligations. In addition, interest on the Bonds may be subject to backup withholding if such interest is paid to a registered owner that (a) fails to provide certain identifying information (such as the registered owner’s taxpayer identification number) in the manner required by the IRS, or (b) has been identified by the IRS as being subject to backup withholding.

Bond Counsel is not rendering any opinion as to any federal tax matters other than those described in the opinion attached as APPENDIX B. Prospective investors, particularly those who may be subject to special rules described above, are advised to consult their own tax advisors regarding the federal tax consequences of owning and disposing of the Bonds, as well as any tax consequences arising under the laws of any state or other taxing jurisdiction.

Changes in Law and Post Issuance Events

Legislative or administrative actions and court decisions, at either the federal or state level, could have an adverse impact on the potential benefits of the exclusion from gross income of the interest on the

Bonds for federal or state income tax purposes, and thus on the value or marketability of the Bonds. This could result from changes to federal or state income tax rates, changes in the structure of federal or state income taxes (including replacement with another type of tax), repeal of the exclusion of the interest on the Bonds from gross income for federal or state income tax purposes, or otherwise. It is not possible to predict whether any legislative or administrative actions or court decisions having an adverse impact on the federal or state income tax treatment of holders of the Bonds may occur. Prospective purchasers of the Bonds should consult their own tax advisors regarding the impact of any change in law on the Bonds. Bond Counsel has not undertaken to advise in the future whether any events after the date of issuance and delivery of the Bonds may affect the tax status of interest on the Bonds. Bond Counsel expresses no opinion as to any federal, state or local tax law consequences with respect to the Bonds, or the interest thereon, if any action is taken with respect to the Bonds or the proceeds thereof upon the advice or approval of other counsel.

IN ALL EVENTS, ALL INVESTORS SHOULD CONSULT THEIR OWN TAX ADVISORS IN DETERMINING THE FEDERAL, STATE, LOCAL, FOREIGN AND OTHER TAX CONSEQUENCES TO THEM OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF THE BONDS.

LEGAL OPINION

The legal opinion of Bond Counsel attesting to the validity and tax status of the Bonds will be supplied to the original purchasers of the Bonds without charge. Bond Counsel will receive compensation contingent upon the sale and delivery of the Bonds.

LEGALITY FOR INVESTMENT

Under provisions of the California Financial Code, the Bonds are legal investments for commercial banks in California to the extent that the Bonds, in the informed opinion of the investing bank, are prudent for the investment of funds of depositors. Under provisions of the California Government Code, the Bonds are eligible to secure deposits of public moneys in California.

RATINGS

S&P Global Ratings (“S&P”) and Moody’s Investors Service (“Moody’s” and, together with S&P, the “Rating Agencies”) have assigned their municipal bond ratings of “__” and “___” to the Bonds, respectively. The College District and the Improvement District has furnished to the Rating Agencies certain materials and information with respect to itself and the Bonds, including information not included in this Official Statement, about the College District, the Improvement District and the Bonds. Generally, a rating agency bases its rating on such information and materials and on its own investigations, studies and assumptions. Such ratings reflect only the view of S&P and Moody’s, respectively, and an explanation of the significance of such ratings may be obtained as follows: S&P, 7 World Trade Center at 250 Greenwich Street, New York, New York 10007, tel. (212) 553 0300 and Moody’s, at 7 World Trade Center at 250 Greenwich Street, New York, New York 10007, tel. (212) 553-0300. The Improvement District furnished such rating agencies with certain information and materials relating to the Bonds that have not been included in this Official Statement. Generally, rating agencies base their ratings on the information and materials so furnished and on investigations, studies and assumptions by rating agencies. A rating may be changed, suspended, or withdrawn as a result of changes in or unavailability of information. There is no assurance that such ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely if, in the judgment of the rating agencies, circumstances so warrant. The Improvement District has not undertaken any responsibility to bring to the attention of the Owners of the Bonds any proposed revision or withdrawal of

a rating on the Bonds or to oppose any such proposed revision or withdrawal. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Bonds.

LEGAL MATTERS

Continuing Disclosure

In accordance with the requirements of Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission, the College District will enter into a Continuing Disclosure Undertaking (the “Continuing Disclosure Undertaking”) in the form of APPENDIX D hereto, on or prior to the sale of the Bonds in which the College District will undertake, on behalf of the Improvement District, for the benefit of the Beneficial Owners of the Bonds, to provide certain information as set forth therein. The covenants contained in the Continuing Disclosure Undertaking have been made to assist the Underwriter in complying with the Rule. See APPENDIX D – “FORM OF CONTINUING DISCLOSURE UNDERTAKING” hereto.

[Compliance history to be confirmed]

Limitation on Remedies; Amounts Held in the County Treasury Pool

The opinion of Bond Counsel, the proposed form of which is attached hereto as APPENDIX B, is qualified by reference to bankruptcy, insolvency and other laws relating to or affecting creditor’s rights. The rights of the Owners of the Bonds are subject to certain limitations. Enforceability of the rights and remedies of the Owners of the Bonds, and the obligations incurred by the College District and the Improvement District, are limited by applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws relating to or affecting the enforcement of creditors’ rights generally, now or hereafter in effect, equity principles that may limit the specific enforcement under State law of certain remedies, the exercise by the United States of America of the powers delegated to it by the Constitution, the reasonable and necessary exercise, in certain exceptional situations, of the police powers inherent in the sovereignty of the State and its governmental bodies in the interest of serving a significant and legitimate public purpose, and the limitations on remedies against college and community college districts in the State. Bankruptcy proceedings, if initiated, could subject the beneficial owners of the Bonds to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitation, or modification of their rights.

Under Chapter 9 of the Federal Bankruptcy Code (Title 11, United States Code) (the “Bankruptcy Code”), which governs the bankruptcy proceedings for public agencies, no involuntary petitions for bankruptcy relief are permitted. While current State law precludes community college districts from voluntarily seeking bankruptcy relief under Chapter 9 of the Bankruptcy Code without the concurrence of the State, such concurrence could be granted or State law could be amended.

California Senate Bill 222

On July 13, 2015, the Governor signed Senate Bill 222 (“SB 222”) into law, effective January 1, 2016. SB 222 was introduced on February 12, 2015, initially to amend Section 15251 of the California Education Code to clarify the process of lien perfection for general obligation bonds issued by or on behalf of California school and community college districts. Subsequently, on April 15, 2015, SB 222 was amended to include an addition to the Government Code to similarly clarify the process of lien perfection for general obligation bonds issued by cities, counties, authorities and special districts.

SB 222, applicable to general obligations bonds issued after its effective date, such as the Bonds, removes the extra step between (a) the issuance of general obligation bonds by cities, counties, cities and counties, school districts, community college districts, authorities and special districts; and (b) the imposition of a lien on the future *ad valorem* property taxes that are the source of repayment of the general obligation bonds. By clarifying that the lien created with each general obligation bond issuance is a “statutory” lien (consistent with bankruptcy statutory law and case precedent), SB 222, while it does not prevent default, should reduce the ultimate bankruptcy risk of non-recovery on local general obligation bonds, and thus potentially improve ratings, interest rates and bond cost of issuance.

Special Revenues

If the College District and the Improvement District were to become debtors in a Chapter 9 proceeding, because the Bonds are for the financing of specific capital projects and are supported by a consensual lien on *ad valorem* property taxes that are use-restricted to the repayment of the Bonds, the College District and the Improvement District believe that those taxes are “special revenues” as defined in the Bankruptcy Code, and thus there is a special revenue lien in favor of owners of the Bonds in addition to, and separate and independent of, the statutory lien created by SB 222. In comparison to other consensual pledges and liens arising by agreement (that are all made ineffective post-bankruptcy by Section 552 of the Bankruptcy Code), special revenues acquired by a municipality during a Chapter 9 case will remain subject to the lien that arose from the security agreement entered into prior to the beginning of the case, and will survive the conclusion of the Chapter 9 proceeding. In addition, the automatic stay arising upon the filing of the bankruptcy petition has historically been understood not to stay the application of special revenues to payment of the bonds secured by such special revenues. Thus, regularly scheduled payments of principal and interest to Owners of the Bonds likely would continue under 11 U.S.C. § 922(d) throughout any bankruptcy proceeding.

Based on the foregoing, if the College District and the Improvement District were to become debtors in a Chapter 9 proceeding, the College District and the Improvement District believe that: the *ad valorem* property taxes could not be used for any other purpose other than repayment of the Bonds; the *ad valorem* property taxes should be determined to be special revenues in a Chapter 9 proceeding, and thus Owners of the Bonds would ordinarily continue to be paid post-petition; and the *ad valorem* property taxes are also protected by a statutory lien in favor of the bondholders. However, bankruptcy courts are courts of equity and as such have broad discretionary powers, and there is no binding judicial precedent dealing with the treatment in bankruptcy proceedings of *ad valorem* property tax revenues collected for the payments of bonds in California, so no assurance can be given that a bankruptcy court would not hold otherwise. If the College District and the Improvement District were to become debtors in a proceeding under Chapter 9 of the Bankruptcy Code, the bankruptcy court could find that the automatic stay exception for special revenues does not apply, and the parties to the proceedings may thus be prohibited from taking any action to collect any amount from the College District or the Improvement District (including *ad valorem* tax revenues), or to enforce any obligation of the College District or the Improvement District, without the bankruptcy court’s permission. It is also possible that the bankruptcy court may not enforce the State law use restriction imposed on *ad valorem* property taxes.

Even if the *ad valorem* property tax revenues are determined to be “special revenues,” the Bankruptcy Code provides that special revenues can be applied to necessary operating expenses of the project or system, before they are applied to other obligations. This rule applies regardless of the provisions of the transaction documents. Thus, a bankruptcy court could determine that the Improvement District is entitled to use the *ad valorem* property tax revenues to pay necessary operating expenses of the College District and its colleges, before the remaining revenues are paid to the owners of the Bonds. It should also be noted that it is possible – in the context of confirming a Plan of Adjustment (the “Plan”) in a Chapter 9 case where the Plan has not received the requisite consent of the holders of the Bonds – a

bankruptcy court may confirm a Plan that adjusts the timing of payments on the Bonds or the interest rate or other terms of the Bonds provided that (a) the Bondholders retain their lien on the revenues subject to the statutory and/or special revenues lien, (b) the payment stream has a present value equal to the value of the revenues subject to the lien(s) and (c) the bankruptcy court finds that these and any other adjustments to the Bonds' terms are fair and equitable.

The Resolution and the Act require the County to annually levy *ad valorem* taxes upon all property subject to taxation by the College District and the Improvement District, without limitation as to rate or amount (except as to certain personal property which is taxable at limited rates), for the payment of principal of, premium, if any, and interest on the Bonds. The County on behalf of the Improvement District is thus expected to be in possession of the annual ad valorem taxes and certain funds to repay the Bonds and may invest these funds in the County's Investment Pool, as described in APPENDIX F – "ORANGE COUNTY EDUCATIONAL INVESTMENT POOL DISCLOSURE" herein. In the event the College District, the Improvement District or the County were to file for bankruptcy relief, a bankruptcy court might hold that the Owners of the Bonds are unsecured creditors with respect to any funds received by the College District, the Improvement District or the County prior to the bankruptcy, which might include taxes that have been collected and deposited in the Debt Service Fund, where such amounts are deposited into the County Treasury Pool, and such amounts may not be available for payment of the principal and interest on the Bonds unless the Owners of the Bonds can "trace" those funds. There can be no assurance that the Owners could successfully so "trace" such taxes on deposit in the Debt Service Fund where such amounts are invested in the County Treasury Pool. Further, it is not entirely clear what procedures the Owners of the Bonds would have to follow to attempt to obtain possession of such tax revenues, or what amount of time would be required for such procedures to be completed. Under any such circumstances, there could be delays or reductions in payments on the Bonds.

UNDERWRITING

Piper Jaffray & Co. (the "Underwriter"), has agreed to purchase the Bonds from the College District on behalf of the Improvement District at the purchase price of \$_____ (being the principal amount of the Bonds, plus net original issue premium of \$_____, and less Underwriter's discount of \$_____), at the rates and yields shown on the inside cover hereof.

The Underwriter has entered into a distribution agreement (the "Schwab Agreement") with Charles Schwab & Co., Inc. ("CS&Co.") for the retail distribution of certain securities offerings at the original issue prices. Pursuant to the Schwab Agreement, CS&Co. will purchase bonds from the Underwriter at the original issue price less a negotiated portion of the selling concession applicable to any bonds that CS&Co. sells.

NO LITIGATION

No litigation is pending or threatened concerning the validity of the Bonds. Neither the College District nor the Improvement District is aware of any litigation that is pending or threatened questioning the political existence of the College District or the Improvement District or the boundaries or contesting the Improvement District's ability to receive *ad valorem* taxes or to collect other revenues or contesting the Improvement District's ability to issue the Bonds. The College District is subject to lawsuits and claims in the ordinary course of its operations. In the opinion of the College District, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the College District.

MUNICIPAL ADVISOR

Cooperative Strategies, LLC (the “Municipal Advisor”) is employed as Municipal Advisor to the College District in connection with the issuance of the Bonds. The Municipal Advisor’s fee for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery of the Bonds. Cooperative Strategies, LLC, in its capacity as Municipal Advisor, does not assume any responsibility for the information, covenants and representations contained in any of the legal documents with respect to the federal income status of the Bond, or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies.

OTHER INFORMATION

References are made herein to certain documents and reports which are brief summaries thereof which do not purport to be complete or definitive and reference is made to such documents and reports for full and complete statements of the contents thereof. Copies of the Resolution are available upon request from the Vice Chancellor, Business Operations/Fiscal Services, Rancho Santiago Community College District, 2323 N. Broadway, Santa Ana, California 92706-1640.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the College District or the Improvement District and the purchasers or owners of any of the Bonds.

The execution and delivery of this Official Statement has been duly authorized by the Rancho Santiago Community College District, acting as the legislative body for the Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District.

SANTA ANA COLLEGE IMPROVEMENT DISTRICT
NO. 1 OF RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

By: _____
Chancellor of Rancho Santiago Community College
District

APPENDIX A

**FINANCIAL AND DEMOGRAPHIC INFORMATION
RELATING TO THE COLLEGE DISTRICT**

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APPENDIX A

FINANCIAL AND DEMOGRAPHIC INFORMATION RELATING TO THE COLLEGE DISTRICT

Prospective purchasers of the Bonds should be aware that the following discussion of the financial condition of the Rancho Santiago Community College District (the “College District”), its fund balances, budgets and obligations, is intended as general information only, and no implication is made that the payment of principal of or interest on the Bonds is dependent in any way upon the College District's financial condition. The College District does not receive ad valorem tax revenues collected by Orange County (the “County”) to pay debt service on the Bonds (or its other general obligation bonds) in the following tables or in its annual financial statements. Pursuant to Section 15251 of the California Education Code, all tax revenues collected for payment of debt service on the Bonds must be deposited into the debt service fund of the Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District (the “Improvement District”). The Bonds are and will continue to be payable solely from ad valorem taxes levied and collected by the County within the boundaries of the Improvement District. See the body of this Official Statement under the caption “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS.”

This Appendix A provides information concerning the operations and finances of the College District. The Bonds are general obligation bonds of the Improvement District, secured and payable from *ad valorem* property taxes assessed on taxable properties within the Improvement District. The Bonds are not an obligation of the County, the State of California (the “State”) or any of its other political subdivisions or of the General Fund of the College District. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS” in the forepart of this Official Statement.

THE COLLEGE DISTRICT

College District General Information

The College District was established in 1971. The College District encompasses approximately 193 square miles in Orange County (the “County”). The College District maintains two comprehensive community colleges, each providing collegiate level instruction across a wide spectrum of subjects. Santa Ana College, founded in 1915, is located in Santa Ana and Santiago Canyon College, founded in 1997, is located in Orange. The College District also provides comprehensive college and continuing education programs at the Centennial Continuing Education Center, the Orange Continuing Education Center, the Santa Ana College Orange County Sheriff’s Regional Training Academy, the Digital Media Center, the Orange County Regional Fire Training Center, and various other sites throughout the College District. The College District serves a resident population of over 700,000, and includes portions of Santa Ana, Orange, Anaheim, Irvine, Garden Grove, Tustin, Villa Park, Costa Mesa, and Fountain Valley.

Unless otherwise indicated, the following financial, statistical and demographic data has been provided by the College District. Additional information concerning the College District and copies of the most recent and subsequent audited financial statements of the College District may be obtained by contacting: Rancho Santiago Community College District, 2323 N. Broadway, Santa Ana, California 92706-1640, Attention: Peter Hardash, Vice Chancellor, Business Operations/Fiscal Services.

The Improvement District

On July 21, 2008, the Improvement District was established by the Board (defined below) pursuant to its Resolution 08-22 and Chapter 2 of Part 10 of Division 1 of Title 1 of the California

Education Code. The Improvement District encompasses approximately 35 square miles, representing approximately 18.1% of the area of the College District.

College District Organization

The College District is governed by an eight-member Board of Trustees (the “Board”), seven members of which are elected to four-year terms on a staggered basis, with one student trustee. Elections for positions to the Board are held every two years, alternating between three and four available positions. A student trustee, who serves a one-year term, is elected by College District students. Current members of the Board, together with their offices and the dates their terms expire, are listed below.

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

<u>Name</u>	<u>Office</u>	<u>Term Expires</u>
Phillip E. Yarbrough	President	December 2022
Claudia C. Alvarez	Vice President	December 2020
Zeke Hernandez	Clerk	December 2020
Arianna P. Barrios	Member	December 2020
John R. Hanna	Member	December 2022
Zeke Hernandez	Member	December 2020
Lawrence R. Labrado	Member	December 2022
Theodore D. Moreno	Student Trustee	May 2020

The Chancellor of the College District is appointed by the Board and reports to the Board. The Chancellor is responsible for management of the College District’s day-to-day operations and supervises the work of other key administrators.

Brief biographies of the Chancellor and certain key administrators follow:

Mr. Marvin Martinez, Chancellor. Mr. Martinez was appointed as Chancellor of the College District effective July 1, 2019. Immediately prior to joining the College District, Mr. Martinez served as President of East Los Angeles College, following a term as President of Los Angeles Harbor College. He has 30 years of community college experience and recently served as the Board President of the Chief Executive Officers for California Community Colleges. Mr. Martinez holds a Master of Arts in Urban Planning and a Bachelor of Arts in English from the University of California, Los Angeles.

Mr. Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services. Mr. Hardash was appointed Vice Chancellor, Business Operations/Fiscal Services of the College District in July 2006. Prior to working with the College District, he was Vice President of Administrative Services at Pasadena City College and Vice President of Business Services at Cerritos College. He has spent 37 years in public education. Mr. Hardash holds a Master’s Degree in Business Administration from Pepperdine University and a Bachelor’s Degree in Business Administration from Loyola Marymount University.

Mr. Enrique Perez, Vice Chancellor, Educational Services. Mr. Perez has worked for the College District since 2000 and currently serves as the Vice Chancellor of Educational Services with responsibilities that include resource development, research, workforce development, child development, and public and governmental affairs. Mr. Perez received his Bachelors in Political Science and Masters in Public Administration from the University of Southern California and his Juris Doctorate from Whittier Law School.

Ms. Tracie Green, Vice Chancellor, Human Resources. Ms. Green was appointed to the position of Vice Chancellor of Human Resources in June, 20118 with responsibilities that include labor negotiations, employee recruitment, selection, discipline, fringe benefit administration and risk management. Immediately prior to joining the College District, she served as the Director of Human Resources for Merced Community College District. Ms. Green holds a Master of Arts in Education Administration and Supervision and a Bachelor of Arts in Biological Sciences from California State University, Fresno.

Dr. Linda Rose, President, Santa Ana College. Dr. Rose was appointed President of Santa Ana College in July 2016. Prior to working for the College District, she served as the President of Los Angeles Southwest College from 2014 to 2016 where she provided leadership in the management, supervision, and development of instructional programs, student, and administrative services that support student achievement and progress; oversaw activities in planning and accreditation, and provided direction and leadership in the development and operation of the college's \$28 million budget and the planning and utilization of existing and new bond-funded facilities.. Dr. Rose served as Vice President of Academic Affairs at Santa Anna College from 2011 to 2014. Dr. Rose earned a Doctorate in Educational Leadership from the University of California, Los Angeles. She received a Master's Degree in English and a Bachelor's Degree in Interdisciplinary Studies from California State University.

Dr. John Hernandez, Santiago Canyon College. Dr. Hernandez was appointed President of Santiago Canyon College in July 2017. Dr. Hernandez has been in the field of student affairs for 33 years, twenty of those years in administration. Prior to his tenure at Santiago Canyon College, John served in the following administrative roles: Associate Vice President & Dean of Students at Cal Poly Pomona; Associate Dean for Student Development at Santa Ana College; and Assistant Dean for Students Affairs at California State University, Fullerton. Additionally, he has served as an adjunct instructor in the Student Development in Higher Education graduate program at Cal State University, Long Beach. Dr. Hernandez earned his Ph.D. in College Student Personnel Administration from the University of Maryland in College Park, a Master's Degree in Counseling with an emphasis in student development in higher education from CSU Long Beach, and a Bachelor's Degree in sociology from CSU Fullerton.

Labor Relations

As of June 12, 2019, the College District employed 398 full-time academic professionals, 511 full-time classified employees, 33 full-time child development teachers and 131 managers. In addition, the College District employs 2,571 part-time faculty and staff, including 458 unrepresented employees. These employees, except management and certain unrepresented employees, may be represented by four bargaining units at the employees' discretion as noted below:

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**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Labor Relations Organizations**

Labor Organization	Number of Employees	Contract Expiration Date
Faculty Association of Rancho Santiago Community College District	366 Full Time 1,614 Part-Time	June 30, 2019 ⁽¹⁾
California School Employees Association Chapter 579	509 Full-Time 229 Part-Time	June 30, 2019 ⁽¹⁾
Continuing Education Faculty Association	564 Part-Time	June 30, 2020
California School Employees Association, Chapter 888 (Child Development Centers Teachers)	33 Full-Time	June 30, 2019 ⁽¹⁾

⁽¹⁾ Employees continue to work under the terms of the expired contract.

Insurance

Joint Powers Authority Risk Pools. The College District participates in two joint powers agreement entities: the Alliance of Schools for Cooperative Insurance Programs (“ASCIP”) and Schools Excess Liability Fund (“SELF”) (each, a “JPA” and together, the “JPAs”).

ASCIP arranges for and provides property, liability, health benefit programs and workers’ compensation insurance for its member school districts and community college districts. The College District pays a premium commensurate with the level of coverage requested. SELF arranges for and provides a self-funded or additional insurance for excess liability for approximately 800 public educational agencies.

ASCIP is governed by an elected board consisting of regional representatives from each member district. The governing board controls the operations of its JPA independent of any influence by the College District beyond the College District’s representation on the governing boards. SELF is governed by a board of 16 elected voting members, elected alternates, and two ex-officio members. The board controls the operations of SELF, including selection of management and approval of operating budgets, independent of any influence by the members beyond their representation on the board. Each member pays an annual contribution based upon that calculated by SELF’s board of directors.

Each JPA is independently accountable for its fiscal matters. Budgets are not subject to any approval other than that of the respective governing boards. Member districts share surpluses and deficits proportionately to their participations in the JPAs.

The relationships between the College District and the JPAs are such that neither of the JPAs is a component unit of the College District for financial reporting purposes.

Self-Insurance Fund. The College District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; natural disaster; medical claims, auto claims and cyber liability claims. During the fiscal year, the College District maintained an internal service fund (the “Self-Insurance Fund”) to account for and finance its uninsured risks of loss. The Self-Insurance Fund provides Self Insured Retention coverage for up to a maximum of \$25,000 for each general liability claim, \$10,000 for each property damage claim, \$1,500 for

auto claims and \$5,000 for cyber claims. Workers' Compensation has insured coverage with a \$150,000 Self-insured Retention. The College District participates in the JPAs to provide excess insurance coverage above the self-insured level for worker's compensation, property and liability claims, auto claims and cyber liability claims. Settled claims have never exceeded the coverage provided by the JPA.

Funding of the Self-Insurance Fund is based on estimates of the amounts needed to pay prior year claims and current year premiums. Workers' Compensation claims are charged to the respective funds which are covered by the current year policy; Property and Liability claims are paid by the General Fund.

At June 30, 2018, the College District accrued its claims liability in accordance with GASB Statement No. 10, for claims that occurred when the College District was self-insured. The amount of open claims liability is currently estimated at \$400,000.

Changes in this reported liability are shown below:

	<u>Workers'</u> <u>Compensation</u>	<u>Property and</u> <u>Liability</u>
Liability Balance, June 30, 2015	\$ 400,000	\$ -
Claims and changes in estimates	9,121	65,301
Claims payments	(9,121)	(65,301)
Liability Balance, July 1, 2016	\$ 400,000	\$ -
Claims and changes in estimates	39,510	38,354
Claims payments	(39,510)	(38,354)
Liability Balance, June 30, 2017	\$ 400,000	\$ -
Claims and changes in estimates	48,759	160,473
Claims payments	(48,759)	(160,473)
Liability Balance, June 30, 2018	\$ 400,000	-
Assets Available to Pay Claims at June 30, 2018	<u>\$9,472,354</u>	<u>\$5,156,276</u>

Source: The College District.

College District Enrollment

The table below sets forth the enrollment for funded Full-Time Equivalent Students (“FTES”) for the College District for fiscal years 2014-15 through 2018-19.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Full-Time Equivalent Students⁽¹⁾**

<u>Fiscal Year</u>	<u>FTES⁽¹⁾</u>	<u>Increase (Decrease) From Prior Year</u>
2014-15	28,908	280
2015-16	28,901	(7)
2016-17	27,517	(1,384)
2017-18	29,379	1,862
2018-19	[to come]	[to come]

⁽¹⁾ Funded FTES figures include California resident (“Resident”) students. The College District receives apportionment from the State only for Resident students. Non-resident students are charged a higher fee per unit than Resident students, which income is independent and not subject to apportionment nor deduction by the State.
Source: The College District.

The College District had no unfunded FTES for fiscal year 2018-19 and expects to have no unfunded FTES for fiscal year 2019-20. In 2016-17, the College District declined by 1,384 FTES and went into stabilization. The College District fully restored FTES in 2017-18 by shifting FTES from summer 2018 and therefore shows a decline in 2018-19. The District expects enrollment to remain flat over the next several years, with no unfunded FTES.

The table below sets forth the historical total student enrollment in the College District for the fiscal years 2014-15 through 2018-19 [to be updated].

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Historical Enrollment**

<u>Fiscal Year</u>	<u>Total Enrollment</u>
2014-15	94,092
2015-16	94,027
2016-17	92,516
2017-18	
2018-19	

Source: The College District.

Population

The populations of the City of Orange, the City of Santa Ana (collectively, the “Cities”), the County and the State during the period from 2015 through 2019 are set forth in the following table.

Population Figures⁽¹⁾ 2015 through 2019

<u>Year</u>	<u>City of Santa Ana</u>	<u>City of Orange</u>	<u>County of Orange</u>	<u>State of California</u>
2015	339,591	140,722	3,152,376	38,915,880
2016	339,997	140,761	3,172,152	39,189,035
2017	337,843	140,981	3,198,968	39,500,973
2018	339,192	141,116	3,213,275	39,740,508
2019	337,716	141,691	3,222,498	39,927,315

⁽¹⁾ As of January 1 of the respective year.
Source: California State Department of Finance.

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Employment

The following chart compares labor force, employment, civilian employment and the unemployment rate in the Cities, County and the State of California during the period from 2014 through 2018.

LABOR FORCE, EMPLOYMENT AND UNEMPLOYMENT
City of Santa Ana, City of Orange, Orange County and the State of California
Yearly Average for Years 2014 through 2018

<u>Year and Area</u>	<u>Labor Force</u>	<u>Civilian Employment</u>	<u>Civilian Unemployment</u>	<u>Unemployment Rate (%)</u>
<u>2014</u>				
City of Santa Ana	156,600	146,700	9,900	6.3
City of Orange	71,100	67,400	3,700	5.2
County of Orange	1,572,000	1,485,700	86,200	5.5
State of California	18,755,000	17,348,600	1,406,400	7.5
<u>2015</u>				
City of Santa Ana	158,000	149,900	8,100	5.1
City of Orange	71,900	68,900	3,000	4.2
County of Orange	1,588,700	1,518,000	70,700	4.4
State of California	18,893,200	17,723,300	1,169,900	6.2
<u>2016</u>				
City of Santa Ana	157,400	150,800	6,500	4.1
City of Orange	72,200	69,300	2,900	4.0
County of Orange	1,598,800	1,534,100	64,700	4.0
State of California	19,044,500	18,002,800	1,041,700	5.5
<u>2017</u>				
City of Santa Ana	157,500	151,800	5,700	3.6
City of Orange	72,300	69,800	2,500	3.4
County of Orange	1,609,800	1,553,400	56,400	3.5
State of California	19,205,300	18,285,500	919,800	4.8
<u>2018</u>				
City of Santa Ana	158,900	154,200	4,700	3.0
City of Orange	73,100	70,900	2,100	2.9
County of Orange	1,625,400	1,577,900	47,500	2.9
State of California	19,398,200	18,582,800	815,400	4.2

Source: State of California Employment Development Department; U.S. Department of Labor, Bureau of Labor Statistics.

Principal Employers

The following table lists the top ten employers in the City of Santa Ana.

CITY OF SANTA ANA Principal Employers 2018

<u>Employer</u>	<u>Number of Employees</u>
1. County of Orange	19,145
2. Santa Ana Unified School District	4,963
3. Santa Ana College	3,433
4. First American Title Co.	1,815
5. KPC Healthcare	1,739
6. City of Santa Ana	1,454
7. United States Postal Service	1,324
8. Superior Court of CA-County of Orange	760
9. Johnson & Johnson	600
10. Allied Universal	544

Source: City of Santa Ana.

The following table lists the top ten employers in the City of Orange.

CITY OF ORANGE Principal Employers 2018

<u>Employer</u>	<u>Number of Employees</u>
1. UCI Medical Center	4,800
2. CHOC Children's Hospital	3,500
3. St. Joseph Hospital of Orange	2,900
4. CashCall Inc. – Mortgage Division	1,350
5. Chapman University	1,235
6. Santiago Canyon College	950
7. CalOptima Health Plans	930
8. American Advisors Group (AAG)	869
9. City of Orange	760
10. Western Dental Services, Inc.	730

Source: City of Orange.

College District and Improvement District Investments

The Treasurer-Tax Collector (the "Treasurer") of the County manages, in accordance with California Government Code Section 53600 *et seq.*, funds deposited with the Treasurer by County school and community college districts, various special districts, and some cities within the State. State law generally requires that all moneys of the County, school and community college districts and certain special districts be held in the County's Treasury Pool. See "THE BONDS – Permitted Investments."

The composition and value of investments under management in the Treasury Pool vary from time to time depending on cash flow needs of the County and public agencies invested in the pool, maturity or sale of investments, purchase of new securities, and due to fluctuations in interest rates generally. See Appendix F – “ORANGE COUNTY EDUCATIONAL INVESTMENTS POOL.”

Revenue Limits

California community college districts (other than Basic Aid districts, as described below) receive approximately 58% of their funds from the State, 39% from local sources, and 3% from federal sources. State funds include general apportionment, categorical funds, capital construction, the lottery, and other minor sources. Local funds include property taxes, student fees, and miscellaneous sources. Funds for fiscal years up to and including fiscal year 2005-06 were allocated to the colleges using a program-based model. The model used different factors to establish support levels for five different programs or functions: (1) Instruction and Instructional Administration; (2) Instructional Services; (3) Student Services; (4) Operation and Maintenance of Plants; and (5) Institutional Support. The program-based model was instituted in 1991, and replaced an older model based on enrollments. From and after fiscal year 2006-07, a revised model was and is used based on the adoption of Senate Bill 361 (“SB 361”). See “FUNDING OF COMMUNITY COLLEGE DISTRICTS IN CALIFORNIA – Major Revenues – *General*” herein. All State aid is subject to the appropriation of funds in the State’s annual budget. Decreases in State revenues may affect appropriations made by the Legislature to the College District.

Funding of a district’s revenue limit is accomplished by a mix of (1) local property taxes and (2) State apportionments of basic aid and (3) student enrollment fees. Generally, the State apportionments amount to the difference between the college district’s revenue limit and its local property tax revenues and student enrollment fees.

Proposition 13 and its implementing legislation permit each county to levy and collect all property taxes (except for levies to support prior voter approved indebtedness), and prescribe how levies on county-wide property values were to be shared with local taxing entities within each county.

Taxes are levied for each fiscal year on taxable real and personal property which is situated in the County as of the preceding January 1. For assessment and collection purposes, property is classified either as “secured” or “unsecured,” and is listed accordingly on separate parts of the assessment roll. The “secured roll” is that part of the assessment roll containing State assessed property and real property having a tax secured by a lien which is sufficient, in the opinion of the assessor, to secure payment of the taxes. Other property is assessed on the “unsecured roll.”

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of each fiscal year. If unpaid, such taxes become delinquent on December 10 and April 10, respectively, and a ten percent penalty attaches to any delinquent payment. In addition, property on the secured roll with respect to which taxes are delinquent is declared tax defaulted for non-payment on or about June 30 of the fiscal year and is subject to the power of sale five years from such date if delinquent taxes are not paid. Such property may thereafter be redeemed by payment of the delinquent taxes and the delinquency penalty, plus a redemption penalty of one and one-half percent per month to the time of redemption. If taxes are unpaid for a period of five years or more, the property is then subject to sale by the Treasurer. For additional details on property tax levies and collections, see “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Assessed Valuations of the Improvement District” herein.

Expenditures

Funding of the above revenue limits is accomplished by a mix of local property taxes and State aid. Since the passage of Article XIII A of the California Constitution in 1978, property taxes received by the College District have been limited to the College District's share of one percent of the full cash value collected by the County. See "FUNDING OF COMMUNITY COLLEGE DISTRICTS IN CALIFORNIA" and "CONSTITUTIONAL INITIATIVES AND STATUTORY MEASURES" herein.

As noted in the financial statements included and attached as APPENDIX C, the College District's major expenditures each year are employee salaries and benefits.

Financial Statements of the College District

The College District's General Fund finances the legally authorized activities of the College District. General Fund revenues are derived from such sources as State fund apportionments, taxes, use of money and property, and aid from other governmental agencies. Certain information from the College District's financial statements follows. The College District's audited financial statements for fiscal year 2017-18 are attached hereto as APPENDIX C.

The College District's financial statements are prepared on a modified accrual basis of accounting in accordance with generally accepted accounting principles as set forth by the Governmental Accounting Standards Board.

Funds and Account Groups used by the College District are categorized as follows:

<u>Governmental Funds</u>
General Fund
Special Revenue Fund
Debt Service Funds
Internal Service Funds
Fiduciary Funds
Capital Projects Funds

The General Fund of the College District, as shown herein, is a combined fund comprised of moneys which are unrestricted and available to finance the legally authorized activities of the College District and restricted funds and moneys which are restricted to specific types of programs or purposes. General Fund revenues shown thereon are derived from such sources as taxes, aid from other government agencies, charges for current services and other revenue.

The financial statements included herein were prepared by the College District using information from the annual financial report which are prepared by the Director of Fiscal Services for the College District and audited by independent certified public accountants each year.

Budgets of College District

The fiscal year of the College District begins on the first day of July of each year and ends on the 30th day of June of the following year. On or before July 1 of each year, the College District adopts a fiscal line-item budget setting forth expenditures in priority sequence so that appropriations during the fiscal year can be adjusted if revenues do not meet projections.

The College District is required by provisions of the California Education Code to maintain a balanced budget each year, where the sum of expenditures plus the ending fund balance cannot exceed the revenues plus the carry-over fund balance from the previous year. The Chancellor of California Community Colleges (the “State Chancellor”) imposes a uniform budgeting format for each community college district in the State.

College District Finances

The following pages describe the College District’s audited financial results for the fiscal years 2014-15 through 2017-18, as well as a comparison of the adopted general fund budget to audited actuals for fiscal years 2015-16 through 2017-18, and the tentative general fund budget for fiscal year 2019-20. The College District is expected to adopt its budget for fiscal year 2019-20 on or about [September __, 2019].

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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SCHEDULE OF REVENUES AND EXPENDITURES
Fiscal Years 2014-15 through 2017-18

	Fiscal Year 2014-15	Fiscal Year 2015-16	Fiscal Year 2016-17	Fiscal Year 2017-18
OPERATING REVENUES				
Tuition and fees (gross)	\$28,865,720	\$28,652,585	\$31,494,782	\$26,900,937
Less: Scholarship discounts and allowances	(14,934,698)	(14,613,331)	(17,017,217)	(12,315,178)
Net tuition and fees	<u>13,931,022</u>	<u>14,039,254</u>	<u>14,477,565</u>	<u>14,585,759</u>
Grants and contracts, non-capital			91,667,796	101,004,584
Other Operating Revenues	662,398	782,543	6,145,050	5,729,488
TOTAL OPERATING REVENUES	<u>14,593,420</u>	<u>14,821,797</u>	<u>112,290,411</u>	<u>121,319,831</u>
OPERATING EXPENSES				
Salaries	112,841,769	118,339,127	126,728,087	130,216,115
Employee benefits	41,415,996	46,701,520	56,822,875	66,551,929
Supplies, materials, and other operating expenses and services	38,922,835	42,040,669	60,862,544	73,060,017
Transfer to agency funds				
Student financial aid	25,782,791	26,363,864	26,406,257	30,126,114
Equipment, maintenance, and repairs	7,279,951	7,990,065		
Utilities			3,044,341	3,191,489
Depreciation	16,025,920	18,511,753	18,083,453	17,812,097
TOTAL OPERATING EXPENSES	<u>242,269,262</u>	<u>259,946,998</u>	<u>291,947,557</u>	<u>320,957,761</u>
OPERATING INCOME (LOSS)	(227,675,842)	(245,125,201)	(179,657,146)	(199,637,930)
NON-OPERATING REVENUES (EXPENSES)				
State apportionments, non-capital	82,771,592	86,240,268	82,863,325	75,818,550
Local property taxes, levied for general purposes	48,342,147	63,038,387	71,909,721	85,972,908
Federal grants	36,977,535	34,961,432		
State grants	30,931,515	42,123,488		
State taxes and other revenues	7,499,045	23,301,212	9,860,734	7,433,052
Investment income	849,043	1,654,221	1,356,918	2,354,579
Interest expense on capital asset related debt	(19,302,272)	(17,652,039)	(13,689,204)	(13,245,119)
Interest income on capital asset-related debt, net	58,811	119,317		
Transfer to/from fiduciary funds	(459,445)	(344,403)	578,312	(554,532)
Loss on disposal of capital assets	(3,435)	(33,341)		
Other non-operating revenues	11,331,362	11,325,769	4,450,406	4,449,678
TOTAL NON-OPERATING REVENUES (EXPENSES)	<u>198,995,898</u>	<u>244,734,311</u>	<u>157,330,212</u>	<u>162,229,116</u>
INCOME (LOSS) BEFORE OTHER REVENUES, EXPENSES, GAINS AND LOSSES	(28,679,944)	(390,890)	(22,326,934)	(37,408,814)
OTHER REVENUES, EXPENSES, GAINS AND LOSSES				
State apportionments, capital	4,029,468	3,456,437	3,257,909	2,240,057
Local property taxes and revenues, capital			29,533,832	32,053,076
Interest and investment income, capital			805,477	1,678,576
Loss on disposal of equipment				(235,340)
Local revenues, capital	<u>25,835,510</u>	<u>28,160,244</u>	<u>147,612</u>	<u>2,715</u>
TOTAL OTHER REVENUES, EXPENSES, GAINS AND LOSSES	29,864,978	31,616,681	33,744,830	35,739,084
CHANGE IN NET ASSETS	1,185,034	31,225,791	11,417,896	(1,669,730)
NET ASSETS, BEGINNING OF YEAR	<u>25,135,542⁽¹⁾</u>	<u>26,320,576</u>	<u>57,546,368</u>	<u>68,964,264</u>
Cumulative effect of change in accounting principles ⁽¹⁾				(91,239,905)
Net position, beginning of year, after restatement ⁽²⁾				<u>(22,275,641)</u>
NET ASSETS, END OF YEAR	<u>\$26,320,576</u>	<u>\$57,546,367</u>	<u>\$68,964,264</u>	<u>\$(23,945,371)</u>

Source: The College District.

⁽¹⁾ The College District adopted GASB Statement No. 68, *Accounting and Financial Reporting for Pension*, which resulted in the restatement of the beginning net position.

⁽²⁾ The beginning net position has been restated by a reduction of \$91,239,905. The beginning OPEB liability is \$162,029,757; the District recorded a liability of \$70,789,852 in the governmental funds resulting in the net cumulative effect of the implementation of GASB Statement No. 75.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Comparison of Adopted General Fund Budgets for Fiscal Years 2016-17, 2017-18 and 2018-19,
Audited Actuals for Fiscal Years 2016-17 and 2017-18, Unaudited Actuals for Fiscal Year 2018-19 and Tentative Budget for Fiscal Year
2019-20

	2016-17 Adopted Budget	2016-17 Audited Actuals	2017-18 Adopted Budget	2017-18 Audited Actuals	2018-19 Adopted Budget	2018-19 Unaudited Actuals	2019-20 Tentative Budget
REVENUES:							
Federal	\$ 9,596,344	\$ 9,661,936	\$ 8,041,791	\$ 8,514,455	\$ 8,896,895	\$ 8,194,602	\$ 10,760,729
State	163,434,445	139,952,645	168,570,124	139,684,141	224,475,529	209,100,455	273,341,463
Local	78,114,737	87,703,884	90,008,886	99,949,142	102,507,893	102,991,860	104,326,958
TOTAL REVENUES	<u>251,145,526</u>	<u>237,318,465</u>	<u>266,620,801</u>	<u>248,147,738</u>	<u>335,880,317</u>	<u>320,286,917</u>	<u>388,429,150</u>
EXPENDITURES:							
Academic Salaries	80,044,766	77,942,591	78,673,939	79,501,818	77,813,903	83,341,068	83,164,425
Classified Salaries	45,999,874	43,543,560	47,646,275	44,410,033	49,369,540	48,806,058	55,184,442
Employee Benefits	56,893,306	54,932,006	63,416,065	62,073,367	66,072,591	66,855,982	73,277,717
Supplies and Materials	4,946,900	3,779,908	4,659,201	3,245,208	5,426,110	4,014,975	4,025,029
Other Operating Expenses & Services	63,498,934	38,118,017	69,563,038	42,334,552	130,225,236	108,612,825	164,244,733
Capital Outlay	6,921,344	10,277,177	6,578,523	7,719,088	4,818,351	3,976,909	4,368,723
TOTAL EXPENDITURES	<u>258,305,124</u>	<u>228,593,259</u>	<u>270,537,041</u>	<u>239,284,066</u>	<u>333,725,731</u>	<u>315,607,817</u>	<u>384,265,069</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(7,159,598)	8,725,206	(3,916,240)	8,863,672	2,154,586	4,679,100	4,164,081
NET OTHER FINANCING SOURCES (USES)	5,000	148,482	5,000	9,143	5,000	19,820	5,000
OTHER OUTGO	3,141,279	10,530,209	2,710,216	6,485,521	5,063,923	6,638,067	5,745,130
CHANGE IN FUND BALANCE	(10,295,877)	(1,656,521)	(6,621,456)	2,387,294	(2,904,337)	(1,939,147)	(1,576,049)
BEGINNING FUND BALANCE JULY 1	<u>\$40,451,020</u>	<u>\$ 40,541,020</u>	<u>\$ 38,884,499</u>	<u>\$ 38,884,499</u>	<u>\$ 41,271,793</u>	<u>\$ 41,271,793</u>	<u>\$ 39,332,646</u>
ENDING FUND BALANCE JUNE 30	<u>\$30,245,143</u>	<u>\$ 38,884,499</u>	<u>\$ 32,263,043</u>	<u>\$ 41,271,793</u>	<u>\$ 38,367,456</u>	<u>\$ 39,332,646</u>	<u>\$ 37,756,597</u>

Source: The College District.

District Debt

The College District's general obligation indebtedness as of August 1, 2019, was \$329,369,038, which was approximately 0.45% of its total 2018-19 assessed valuation. All additional series of bonds issued under and pursuant to a bond authorization for the issuance and sale of the general obligation bonds approved at the November 5, 2002, election and any other authorization will be secured on a parity with each other, but not the Bonds.

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**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
General Obligation Bonds - Consolidated Debt Service Schedule**

Year Ending September 1	Series B Bonds	2005 Refunding Bonds	Series C Bonds	2011 Refunding Bonds	2012 Refunding Bonds	2013 Refunding Bonds	SFID No. 1 2014 Series A Bonds*	SFID No. 1 2017 Series B Bonds*	The Bonds	Total Annual Debt Service
2020	\$3,232,050.00	\$7,633,512.50	—	\$233,500.00	\$6,297,550.00	\$7,505,650.00	\$2,429,212.50	\$7,376,000.00	\$	\$
2021	3,367,050.00	7,481,475.00	—	233,500.00	6,496,750.00	8,224,450.00	2,501,462.50	3,087,800.00		
2022	3,512,050.00	5,824,462.50	—	4,903,500.00	6,701,750.00	5,392,650.00	2,574,462.50	2,923,050.00		
2023	3,667,050.00	2,825,962.50	—	—	6,906,750.00	14,285,850.00	2,652,962.50	3,009,050.00		
2024	3,837,050.00	—	\$ 2,620,000.00	—	7,116,000.00	15,109,250.00	2,731,462.50	3,103,550.00		
2025	4,007,050.00	—	—	—	8,227,250.00	17,358,000.00	2,814,712.50	3,195,800.00		
2026	1,847,050.00	—	—	—	10,814,250.00	18,002,250.00	2,897,212.50	3,290,550.00		
2027	1,847,050.00	—	19,150,000.00	—	11,229,750.00	—	2,983,712.50	3,392,300.00		
2028	19,142,050.00	—	14,630,000.00	—	—	—	3,073,712.50	3,495,300.00		
2029	19,705,681.26	—	15,255,000.00	—	—	—	3,166,712.50	3,597,300.00		
2030	—	—	36,190,000.00	—	—	—	3,262,212.50	3,702,300.00		
2031	—	—	31,785,000.00	—	—	—	3,359,712.50	3,814,900.00		
2032	—	—	—	—	—	—	3,461,112.50	3,929,500.00		
2033	—	—	—	—	—	—	3,563,012.50	4,050,700.00		
2034	—	—	—	—	—	—	3,670,262.50	4,172,900.00		
2035	—	—	—	—	—	—	3,779,950.00	4,296,250.00		
2036	—	—	—	—	—	—	3,896,700.00	4,423,150.00		
2037	—	—	—	—	—	—	4,011,950.00	4,553,300.00		
2038	—	—	—	—	—	—	4,135,200.00	4,691,400.00		
2039	—	—	—	—	—	—	4,255,450.00	4,832,200.00		
2040	—	—	—	—	—	—	4,387,200.00	4,976,000.00		
2041	—	—	—	—	—	—	4,514,800.00	5,127,200.00		
2042	—	—	—	—	—	—	4,651,600.00	—		
2043	—	—	—	—	—	—	4,791,800.00	—		
2044	—	—	—	—	—	—	4,934,800.00	—		
Total	\$64,164,131.26	\$23,765,412.50	\$119,630,000.00	\$5,370,500.00	\$63,790,050.00	\$85,878,100.00	\$88,501,387.50	\$89,040,500.00	\$	\$

*Year ending August 1.

4.5 (111)

Long-Term Obligations

The changes in the College District’s long-term obligations during fiscal year 2017-18 consisted of the following:

	<u>Balance Beginning of Year</u>	<u>Additions</u>	<u>Reductions</u>	<u>Balance End of Year</u>	<u>Amount Due in One Year</u>
Bonds Payable					
General Obligation Bonds	\$315,121,533	\$70,600,000	\$17,592,284	\$368,129,249	\$18,687,248
Capital Appreciation Interest	37,369,604	3,658,189	517,716	40,510,077	
Unamortized bond premium	31,170,310	5,179,680	3,368,599	32,981,391	
Total General Obligation Bonds	<u>383,661,447</u>	<u>79,437,869</u>	<u>21,478,599</u>	<u>441,620,717</u>	<u>18,687,248</u>
Other Liabilities					
Claims payable	400,000			400,000	
Compensated absences	5,633,772	1,300,992		6,934,794	946,810
Load banking	4,119,644	1,223,880		5,343,524	
Other postemployment benefits (OPEB)	64,035,206	103,242,948		167,278,154	
Aggregate net pension obligation	<u>168,564,634</u>	<u>27,473,695</u>		<u>196,038,329</u>	
Total Long-Term Obligations	<u>\$626,414,703</u>	<u>\$212,679,384</u>	<u>\$21,478,599</u>	<u>\$817,615,488</u>	<u>\$19,634,058</u>

Operating Leases

The College District has entered into various operating leases for land, building, and equipment with lease terms in excess of one year. None of these agreements contain purchase options. As of June 30, 2018, future minimum lease payments under these agreements were as follows:

<u>Fiscal Year (Ending June 30)</u>	<u>Lease Payments</u>
2019	\$317,515
2020	70,861
2021	51,227
2022	39,192
Total	<u>\$478,798</u>

Source: The College District.

[The College District will receive no sublease rental revenues nor pay any contingent rentals for these leases.]

Public Agency Retirement System

Plan Description

The Public Agency Retirement System (“PARS”) is a defined contribution plan qualifying under §401(a) and §501 of the Internal Revenue Code. PARS covers part-time, seasonal and temporary employees, and employees not covered by §3121(b)(7)(F) of the Internal Revenue Code. The benefit provisions and contribution requirements of plan members and the College District are established and may be amended by the PARS board of trustees.

Funding Policy

Contributions of 7.5 percent of covered compensation of eligible employees are made by the employer (1.3 percent) and employee (6.2 percent) as an alternative to social security. Total contributions, employer and employee combined, were made in the amount of \$693,457 during fiscal year 2017-18. The College District anticipates contributing \$698,792 in fiscal year 2018-19. The total amount of covered compensation was \$9,330,810 in fiscal year 2017-18. Total contributions made are 100 percent of the amount of contributions required for fiscal year 2017-18.

STRS and PERS

The College District participates in the State Teachers' Retirement System ("STRS"). This plan basically covers all full-time certificated and some classified College District employees. The College District's employer contribution to STRS was \$8,659,020 for fiscal year 2016-17, \$10,328,655 for fiscal year 2017-18 and is estimated to be \$12,837,781 for fiscal year 2018-19.

The College District also participates in the State Public Employees' Retirement System ("PERS"). This plan covers all classified personnel who are employed four or more hours per day. The College District's employer contribution to PERS was \$5,827,384 for fiscal year 2016-17, \$6,773,599 for fiscal year 2017-18 and is estimated to be \$8,045,321 for fiscal year 2018-19.

State Pension Trusts

The information set forth below regarding STRS and PERS has been obtained from publicly available sources and has not been independently verified by the College District, the Underwriter or the Municipal Advisor, is not guaranteed as to the accuracy or completeness of the information and is not to be construed as a representation by the College District, the Underwriter or the Municipal Advisor. Furthermore, the summary data below should not be read as current or definitive, as recent gains or losses on investments made by the retirement systems generally may have changed the unfunded actuarial accrued liabilities.

In recent years, the combined employer, employee and State contributions to STRS have not been sufficient to pay actuarially required amounts. As a result, and due to significant investments losses, the unfunded actuarial liability of STRS has increased significantly. The College District is unable to predict what the STRS program liabilities will be in the future.

In order to address STRS funding inadequacies, the 2014-15 State Budget set forth a plan of shared responsibility among the State, school districts and teachers to shore up STRS. The first year's increased contributions from all three entities were approximately \$275 million. The contributions would increase in subsequent years, reaching more than \$5 billion annually. Governor Brown expects that this will eliminate the unfunded liability in approximately 30 years. The 2018-19 State Budget included \$__ billion for state contributions to STRS, which reflects action by the STRS board to increase state contributions by 0.5 percent of teacher payroll.

**STATE OF CALIFORNIA
ACTUARIAL VALUE OF STATE RETIREMENT SYSTEMS**

<u>Name of Plan</u>	<u>Excess of Actuarial Value of Assets Over Actuarial Accrued Liabilities (Unfunded Actuarial Accrued Liability)</u>
Public Employees' Retirement Fund Schools (CalPERS) ⁽¹⁾	\$16.5 billion ⁽²⁾
State Teachers' Retirement Fund Defined Benefit Program (CalSTRS) ⁽⁴⁾	\$(96.728) billion ⁽³⁾

⁽¹⁾ As of June 30, 2015, the CalPERS provided pension benefits to 1,206,354 active and inactive program members and 613,340 retirees, beneficiaries, and survivors.

⁽²⁾ Figure as of June 30, 2015; schools portion only.

⁽³⁾ Figure as of June 30, 2016; schools portion only.

⁽⁴⁾ As of June 30, 2016, the CalSTRS Defined Benefit Program had approximately 626,260 active and inactive program members and 288,195 retirees and benefit recipients.

Source: CalPERS State and Schools Actuarial Valuation and STRS Defined Benefit Program Actuarial Valuation.

Assembly Bill 1469 ("AB 1469"), enacted in connection with the adoption of the 2014-15 State budget, is projected to fund the STRS Defined Benefit Program fully in 32 years through shared contribution increases among the program's three contributors – STRS members, employers and the State. Defined Benefit Program contribution rate increases for all contributing parties will be incrementally phased-in over the next several years, with the first increases having taken effect July 1, 2014.

Employer contribution rates, including those of the College District, will increase through fiscal year 2020-21 as shown in the following table. Beginning fiscal year 2021-22, employer contribution rates will be set each year by the STRS board to reflect the contribution required to eliminate unfunded liabilities by June 30, 2046.

<u>Effective Date</u>	<u>Prior Rate</u>	<u>AB 1469 Increases</u>	
		<u>Increase</u>	<u>Total</u>
July 1, 2015	8.25%	2.48%	10.73%
July 1, 2016	8.25	4.33	12.58
July 1, 2017	8.25	6.18	14.43
July 1, 2018	8.25	8.03	16.28
July 1, 2019	8.25	9.88	18.13
July 1, 2020	8.25	10.85	19.10

At its April 17, 2013 meeting, the PERS Board of Administration approved a recommendation to change the PERS amortization and smoothing policies. Prior to this change, PERS employed an amortization and smoothing policy which spread investment returns over a 15-year period with experience gains and losses paid for over a rolling 30-year period. After this change, PERS will employ an amortization and smoothing policy that will pay for all gains and losses over a fixed 30-year period with the increases or decreases in the rate spread directly over a 5-year period. The new amortization and smoothing policy was used for the first time in the June 30, 2014 actuarial valuations. These valuations were performed in early 2015 and set employer contribution rates for the fiscal year 2015-16. In February 2014, the PERS Board adopted new actuarial demographic assumptions that take into account public employees living longer and modified the asset allocation. The College District cannot predict how these changes will affect its contribution levels.

Both PERS and STRS are operated on a statewide basis and, based on available information, STRS and PERS both have unfunded liabilities. PERS may issue certain pension obligation bonds to reach funded status. (Additional funding of STRS by the State and the inclusion of adjustments to such State contributions based on consumer price changes were provided for in 1979 Statutes, Chapter 282.) The amounts of the pension/award benefit obligation (PERS) or actuarially accrued liability (STRS) will vary from time to time depending upon actuarial assumptions, rates of return on investments, salary scales, and levels of contribution. The assets and liabilities of the funds administered by PERS and STRS, as well as certain other retirement funds administered by the State, are included in the financial statements of the State for fiscal year 2013-14, as fiduciary funds. Both PERS and STRS have unfunded actuarial accrued liabilities in the tens of billions of dollars. The amount of unfunded actuarially accrued liability will vary from time to time depending upon actuarial assumptions, rates of return on investments, salary scales, and levels of contribution. Beginning in the 2014-15 fiscal year, the College District began reporting its proportional share of STRS and PERS pension liabilities to comply with new Governmental Accounting Standards Board (“GASB”) Statements No. 68 and No. 71, which require all governmental agencies to report their proportional shares of net pension liabilities.

The College District’s proportionate share of the STRS State Teacher’s Retirement Plan pension expense for fiscal year 2017-18 was \$23,895,068 and the proportionate share of the PERS School Pool Plan pension expense for that fiscal year was \$12,963,483.

In addition, the College District is required to book revenues and expenses representing the State’s contribution to STRS on the College District’s behalf. This amount is approximately \$4.2 million per year.

STRS and PERS each issue separate comprehensive annual financial reports that include financial statements and required supplementary information. Copies of the STRS annual financial report may be obtained from www.calstrs.com or by written request mailed to STRS, P.O. Box 15275, Sacramento, California 95851-0275, and copies of the PERS annual financial report may be obtained from www.calpers.ca.gov or by written request mailed to the CalPERS Financial Services Division, P.O. Box 942703, Sacramento, California 94229-2703. The information presented in those reports is not incorporated by reference in this Official Statement.

The College District is unable to predict what the amount of liabilities will be in the future, or the amount of future contributions that the College District may be required to pay. See APPENDIX C — “AUDITED FINANCIAL STATEMENTS OF THE COLLEGE DISTRICT FOR THE FISCAL YEAR ENDED JUNE 30, 2017” for additional information concerning STRS and PERS contained in the notes to said financial statements.

Pension Reform Act of 2013 (Assembly Bill 340). On September 12, 2012, Governor Brown signed AB 340, a bill that will enact the California Public Employees’ Pension Reform Act of 2013 (“PEPRA”) which amended various sections of the California Education and Government Codes. AB 340 (i) increases the retirement age for new State, school, and city and local agency employees depending on job function, (ii) caps the annual PERS and STRS pension benefit payouts, (iii) addresses abuses of the system, and (iv) requires State, school, and certain city and local agency employees to pay at least half of the costs of their PERS pension benefits. PEPRA will apply to all public employers except the University of California, charter cities and charter counties (except to the extent they contract with PERS.)

The provisions of AB 340 went into effect on January 1, 2013 with respect to new State, school, and city and local agency employees hired on that date and after; existing employees who are members of employee associations, including employee associations of the College District, had a five-year window

to negotiate compliance with AB 340 through collective bargaining. A city, public agency or school district could require employees to pay their half of the costs of PERS pension benefits, up to 8 percent of pay for civil workers and 11 percent or 12 percent for public safety workers.

PERS has predicted that the impact of AB 340 on employers, including the College District and other employers in the STRS system, and employees will vary, based on each employer's current level of benefits. To the extent that the new formulas lower retirement benefits, employer contribution rates could decrease over time as current employees retire and employees subject to the new formulas make up a larger percentage of the workforce. This change would, in some circumstances, result in lower retirement benefits than employees currently earn. Additionally, PERS has noted that AB 340 changes may have an adverse impact on public sector recruitment in areas that have historically experienced recruitment challenges due to higher pay for similar jobs in the private sector.

With respect to STRS, for employees hired after January 1, 2013, future members will pay the greater of either (1) at least 50 percent of the cost of their retirement plan, rounded to the nearest one-quarter percent, or (2) the contribution rate paid by current members. The member contribution rate could be increased from this level through collective bargaining or may be adjusted based on other factors. Public employers will pay at least the normal cost rate, after subtracting the member's contribution. The College District is unable to predict the amount of future contributions it will make to STRS as a result of the implementation of AB 340 (being its future contributions for the normal costs of new employees), and as a result of negotiations with its employee associations, or, notwithstanding the adoption of AB 340, resulting from any legislative changes regarding STRS employer contributions that may be adopted in the future.

More information about AB 340 can be accessed through the PERS's web site at www.calpers.ca.gov and through the STRS website at www.calstrs.com. The references to these internet websites are shown for reference and convenience only; the information contained within the websites may not be current and has not been reviewed by the College District and is not incorporated herein by reference.

GASB Statement Nos. 67 and 68. On June 25, 2012, the GASB approved two new standards with respect to pension accounting and financial reporting standards for state and local governments and pension plans. The new Statement No. 67, Financial Reporting for Pension Plans ("GASB 67"), revised existing guidance for the financial reports of most pension plans. The new Statement No. 68, Accounting and Financial Reporting for Pensions ("GASB 68"), revised and established new financial reporting requirements for most governments that provide their employees with pension benefits. Major changes include: (i) the inclusion of unfunded pension liabilities on the government's balance sheet (such unfunded liabilities were previously typically included as notes to the government's financial statements); (ii) more components of full pension costs being shown as expenses regardless of actual contribution levels; (iii) lower actuarial discount rates being required to be used for most plans for certain purposes of the financial statements, resulting in increased liabilities and pension expenses; and (iv) shorter amortization periods for unfunded liabilities being required to be used for certain purposes of the financial statements, which generally would increase expenses; and (v) the difference between expected and actual investment returns being recognized over a closed five-year smoothing period. GASB 67 became effective beginning in fiscal year 2013-14, and GASB 68 became effective beginning in fiscal year 2014-15. See APPENDIX C — "AUDITED FINANCIAL STATEMENTS OF THE COLLEGE DISTRICT FOR THE FISCAL YEAR ENDED JUNE 30, 2017."

Other Post-Employment Benefits

In June 2004, the GASB pronounced Statement No. 45, *Accounting and Financial Reporting by Employers for Post-Employment Benefits Other Than Pensions*. The pronouncement requires public agency employers providing healthcare benefits to retirees to recognize and account for the costs for providing these benefits on an accrual basis and provide footnote disclosure on the progress toward funding the benefits. The implementation date for this pronouncement was staggered in three phases based upon the entity's annual revenues, similar to the implementation for GASB Statement No. 34 and 35. GASB Statement No. 45 ("GASB 45") became effective for the College District for fiscal year 2008-09.

In June 2015, GASB voted to approve a new standard that aimed to improve the accounting and financial reporting for OPEB by state and local governments. Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions* ("Statement Number 75") requires the recognition of the entire OPEB liability, new disclosures and notes in financial reporting, supplemental information, and a more comprehensive measure of OPEB expense. These changes followed a comprehensive review of the effectiveness of preexisting standards of accounting and reporting. GASB expects that the requirements of Statement Number 75 will improve the decision-usefulness of financial information and will enhance its value for assessing accountability and inter-period equity. Statement Number 75 replaces Statement Number 45 became effective beginning in fiscal year 2017-18.

Plan Description. The College District currently provides retiree and dependent medical coverage to eligible academic and classified employees. Persons retiring with more than ten years but less than fifteen years of service are eligible to receive medical benefits on a self-pay basis. For employees whose first paid date of contract services is on or after May 31, 1986 and who subsequently qualify for the foregoing fifteen (15) year retiree service benefit, the College District will pay its portion of the insurance premium until the retiree reaches age 70. After age 70, such retirees may continue coverage at their own expense. The requirements of Plan members and the College District are established and may be amended by the College District and the College District's bargaining units.

Funding Policy. The College District currently finances benefits on a pay-as-you-go basis for health premiums[, and has established an irremovable trust for contributions as described in the following paragraph.] The College District contributes 100% of the cost of the current year premiums for eligible retired plan members and their spouses as applicable. For fiscal year 2016-17, the College District contributed \$11,722,578, consisting of \$6,754,646 for premiums and \$4,967,932 to set aside for future liability. For fiscal year 2017-18, the College District contributed \$14,394,639, consisting of \$7,281,661 for premiums and \$7,112,978 to set aside for future liability. The College District has budgeted a contribution of \$7,292,604 for fiscal year 2018-19 for health premiums. In addition, the College District has budgeted a 2018-19 contribution of \$5,251,850 towards future liability.

The College District accumulated \$59,226,327 (cash balance as of June 30, 2018) in a special reserve fund to fund its outstanding liability with respect to its post-employment benefits. At the June 17, 2019 meeting, the Board approved a \$40,000,000 transfer from these funds to establish an irrevocable trust. The transfer was made on June 26, 2019. The College District intends to contribute to the irrevocable trust for future contributions.

Actuarial Report. Total Compensation Systems, Inc. has prepared an actuarial valuation dated June 22, 2019 (the "2019 Actuarial Report"), covering the College District's retiree health benefits with a valuation date of June 30, 2017 and a measurement date of June 30, 2018. Certain assumptions incorporated in the 2019 Actuarial Valuation include a 6.3% discount rate, a 2.75% inflation rate, a 2.75%

annual increase for salaries, and various other assumptions. The College District had a total OPEB liability (“TOL”) of \$167,278,154 as of June 30, 2017 and a TOL of \$138,984,339 as of June 30, 2018. The 2019 Actuarial Report describes the TOL as the liability that would have accumulated if all actuarial assumptions are exactly met and the College District expensed the service cost every year for all past and current employees and retirees. The College District also had a net OPEB liability (“NOL”) of \$167,278,154, which the 2019 Actuarial Report describes as the excess of the TOL over the value of the plan assets. Under GASB Statement 74 and Statement 75, in order for assets to count toward offsetting the TOL, the assets have to be held in an irrevocable trust that is safe from creditors and can only be used to provide OPEB benefits to eligible participants. [The College District has established such an irrevocable trust which it expects will be reflected in future actuarial valuations.]

According to the 2019 Actuarial Valuation, the College District’s annual OPEB expense for the fiscal year ending June 30, 2019 of \$14,034,699, which is comprised of a service cost of \$7,767,432 plus interest on the TOL of \$10,522,057, minus \$4,254,790 of recognized assumption changes. This annual expense does not include the estimated \$8,290,199 in contributions made by the College District.

FUNDING OF COMMUNITY COLLEGE DISTRICTS IN CALIFORNIA

Major Revenues

General. On September 29, 2006, the Governor signed into law Senate Bill No. 361 (“SB 361”) which established the formulas for allocating general-purpose apportionments to California community college districts beginning fiscal year 2006-07. SB 361 required the Board of Governors of the California Community Colleges (the “Board of Governors”) to develop criteria and standards in accordance with prescribed Statewide minimum requirements. In establishing these minimum requirements, the Board of Governors was required to acknowledge community college districts’ need to receive an annual allocation based on the number of colleges and comprehensive centers in each respective district, plus funding based on the number of credit and noncredit FTES in each district.

SB 361 specified that, commencing with the 2006-07 fiscal year, the marginal amount of credit revenue allocated per credit FTES would not be less than \$4,367, noncredit instruction would be funded at a uniform rate of \$2,626 per FTES, and career development and college preparation would be funded at a rate of \$3,092 per FTES, each subject to cost of living adjustments in the budget act in subsequent fiscal years.

The major local revenue source is local property taxes that are collected from within district boundaries. Student enrollment fees from the local community college district generally account for the remainder of local revenues for the district. Property taxes and student enrollment fees are applied towards fulfilling the district’s financial needs. State aid is subject to the appropriation of funds in the State’s annual budget. Decreases in State revenues may affect appropriations made by the State Legislature to the districts. The sum of the property taxes, student enrollment fees, and State aid generally comprise a district’s revenue limit. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Assessed Valuations – Constitutional and Statutory Initiatives” in the forepart of this Official Statement for additional information regarding Article XIII A of the State Constitution, assessed valuations and *ad valorem* property taxes.

A small part of each community college district’s budget is from local sources other than property taxes and student enrollment fees, such as interest income, donations and sales of property. Every community college district receives the same amount of lottery funds per pupil from the State. The

initiative authorizing the lottery does require the funds to be used for instructional materials, and prohibits their use for capital purposes.

Budget Procedures. On or before September 15 of each calendar year, the respective board of trustees for each community college district is required under Section 58305 of the California Code of Regulations, Title V, to adopt a balanced budget. Each September, every State agency, including the Chancellor's Office of the California Community Colleges (the "Chancellor's Office"), submits to the Department of Finance ("DOF") proposals for changes in the State budget. These proposals are submitted in the form of Budget Change Proposals ("BCPs"), involving analyses of needs, proposed solutions and expected outcomes. Thereafter, the DOF makes recommendations to the Governor, and by January 10 a proposed State budget is presented by the Governor to the State Legislature. The Governor's proposed State budget is then analyzed and discussed in committees, and hearings begin in the State Assembly and Senate. In May, based on the debate, analysis and changes in the economic forecasts, the Governor issues a revised budget with changes he or she supports. The law requires the State Legislature to submit its approved budget by June 15. State law requires the Governor to announce his or her line item reductions and sign the State budget by June 30.

In response to growing concern for accountability the statewide Board of Governors and the Chancellor's Office have, through enabling legislation (AB 2910, Chapter 1486, Statutes of 1986), established expectations for sound district fiscal management and a process for monitoring and evaluating the financial condition to ensure the financial health of California's community college districts. In accordance with statutory and regulatory provisions, the Chancellor has been given the responsibility to identify districts at risk and, when necessary, the authority to intervene to bring about improvement in their financial condition. To stabilize a district's financial condition, the Chancellor may, as a last resort, seek an appropriation for an emergency apportionment.

The monitoring and evaluation process is designed to provide early detection and amelioration that will stabilize the financial condition of the district before an emergency apportionment is necessary. This is accomplished by (1) assessing the financial condition of districts through the use of various information sources, and (2) taking appropriate and timely follow-up action to bring about improvement in a district's financial condition, as needed. A variety of instruments and sources of information are used to provide a composite of each district's financial condition, including quarterly financial status reports, annual financial and budget reports, attendance reports, annual district audit reports, district input and other financial records. In assessing each district's financial condition, the Chancellor will pay special attention to each district's general fund balance, spending pattern, and FTES patterns. Those districts with greater financial difficulty will receive follow-up visits from the Chancellor's Office where financial solutions to the district's problems will be addressed and implemented.

Proposition 98

General. In 1988, California voters approved Proposition 98, a combined initiative, constitutional amendment and statute called the "Classroom Instructional Improvement and Accountability Act" ("Proposition 98"). Proposition 98 changed State funding of public education below the university level, and the operation of the State's Appropriations Limit, primarily by guaranteeing State funding for K-12 school districts and community college districts (collectively, "K-14").

Under Proposition 98 (as modified by Proposition 111, which was enacted on June 5, 1990), K-14 districts are guaranteed the greater of (a) in general, a fixed percent of the State's General Fund revenues ("Test 1"), (b) the amount appropriated to K-14 schools in the prior year, adjusted for changes in the cost-of-living (measured as in Article XIII B by reference to State per capita personal income) and enrollment ("Test 2"), or (c) a third test, which would replace Test 2 in any year when the percentage growth in per

capita State General Fund revenues from the prior year plus one-half of one percent is less than the percentage growth in State per capita personal income (“Test 3”). Under Test 3, schools would receive the amount appropriated in the prior year adjusted for changes in enrollment and per capita State General Fund revenues, plus an additional small adjustment factor. If Test 3 is used in any year, the difference between Test 3 and Test 2 would become a “credit” to schools which would be the basis of payments in future years when per capita State General Fund revenue growth exceeds per capita personal income growth. Legislation adopted prior to the end of the 1988-89 fiscal year, implementing Proposition 98, determined the K-14 districts’ funding guarantee under Test 1 to be 40.3% of the State General Fund tax revenues, based on 1986-87 appropriations. However, that percentage has been adjusted to 35% to account for a subsequent redirection of local property taxes whereby a greater proportion of education funding now comes from local property taxes.

Proposition 98 permits the State Legislature by a two-thirds vote of both houses, with the Governor’s concurrence, to suspend the K-14 districts’ minimum funding formula for a one-year period. In 1989, the State Legislature and the Governor last utilized this provision to avoid having 40.3% of revenues generated by a special supplemental sales tax enacted for earthquake relief go to K-14 districts. Proposition 98 also contains provisions transferring certain State tax revenues in excess of the Article XIII B limit to K-14 districts.

Application of Proposition 98. The application of Proposition 98 and other statutory regulations has become increasingly difficult to predict accurately in recent years. One major reason is that Proposition 98 minimum funding levels under Test 1 and Test 2 are dependent on State General Fund revenues. In past fiscal years, the State made actual allocations to K-14 districts based on an assumption of State General Fund revenues at a level above that which was ultimately realized. In such years, the State has considered the amounts appropriated above the minimum as a loan to K-14 districts, and has deducted the value of these loans from future years’ estimated Proposition 98 minimum funding levels. The State determined that there were loans to K-14 districts of \$1.3 billion during fiscal year 1990-91, \$1.1 billion during fiscal year 1991-92, \$1.3 billion during fiscal year 1992-93 and \$787 million during fiscal year 1993-94. These loans have been combined with the K-14 1992-93 loans into one loan totaling \$1.760 billion. The State proposed that repayment of this loan would be from future years’ Proposition 98 entitlements, and would be conditioned on maintaining current funding levels per pupil for K-12 schools.

State Assistance

The principal funding formulas and revenue sources for school and community college districts are derived from the budget of the State. **The following information concerning the State’s budgets has been obtained from publicly available information which the College District believes to be reliable; however, the State has not entered into any contractual commitment with the College District, the County, the Underwriter, Bond Counsel, Disclosure Counsel, nor the owners of the Bonds to provide State budget information to the College District or the owners of the Bonds. Although they believe the State sources of information listed above are reliable, neither the College District, the County, Bond Counsel, Disclosure Counsel nor the Underwriter assumes any responsibility for the accuracy of the State budget information set forth or referred to herein or incorporated by reference herein. Additional information regarding State budgets is available at various State-maintained websites including www.dof.ca.gov. This website is not incorporated herein by reference and neither the College District nor the Underwriter makes any representation as to the accuracy of the information provided therein.**

2018-19 State Budget. On June 27, 2018, the Governor signed the fiscal year 2018-19 State Budget Act (the “2018-19 State Budget”). The following information is drawn from the review of the 2018-19 Budget by the Legislative Analyst’s Office (the “LAO”).

The 2018-19 Budget totaled \$204.1 billion, including funding of \$97.2 billion (\$56.1 billion in the General Fund and \$41.1 billion in other funds) for K-12 education programs and a \$6.16 billion increase in one-time and ongoing appropriations for K-12 school districts. The 2018-19 Budget provided the State university system with an ongoing increase and increased funding for California community colleges (“CCC’s”) by \$609 million (a 4 percent increase over the previous year. This included \$285 million for the Student Success and Support Program, which provides education planning services for matriculated students and \$155 million to mitigate disproportionate impacts on access and achievement in underrepresented groups.

For CCCs, the 2018-19 Budget adopted a new funding formula that provides supplemental funding to those districts that serve low-income student and funding to districts for each student who meets specified student success metrics, such as completion of a degree or certificate, with additional funding for low-income students. The formula will be implemented over the following three years. Core features of the funding formula include:

- **Formula Structure and Transition** -- In fiscal year 2018-19, 70% of funding will be distributed based on enrollment, 20% based on enrollment of low-income students and 10% based on student success metrics. In 2019-20, those percentages will change to 65%, 20% and 15%, respectively. In 2020-21, 60% of funding will be based on enrollment, 20% on enrollment of low-income students and 20% on student success metrics.
- **Hold Harmless Provisions** -- In 2018-19, 2019-20 and 2020-21, no district will receive less funding than received in 2017-18, and each will receive an increase to reflect a cost-of-living adjustment. In 2021-22 and future years, districts will receive no less in apportionment funding that previously provided. Additionally, the funding formula includes stability provisions that provide districts with additional revenue protection by allowing them to receive the greater of their past-year or current-year total revenue.
- **Advisory Committee** -- Corresponding with the implementation of the Student-Focused Funding Formula, an advisory committee will be established to monitor the implementation of the funding formula and report back to the Legislature and Administration on potential improvements.

The 2018-19 Budget’s specific funding for CCC’s included the following:

- **Student-Focused Funding Formula** -- An increase of \$522.8 million in the Proposition 98 General Fund to implement a new student-focused funding formula, including the following:
 - An increase of \$151.3 to support a base augmentation for apportionments.
 - An increase of \$58.7 million, of which \$35 million is one-time, to support hold-harmless provisions and ensure that all districts grow by no less than the 2018-19 cost-of-living adjustment.
 - An increase of \$138.7 million to reflect the amounts earned back by CCC’s declining in enrollment during the previous three years.

- An increase of \$59.7 million for enrollment growth of 1%.
- A decrease of \$58.7 million to reflect unused growth provided in 2016-17.
- **California Online Community College** -- An increase of \$100 million one-time and \$20 million ongoing to the Proposition 98 General Fund to establish an online community college.
- **Student Success Completion Grant** -- An increase of \$40.7 million in the Proposition 98 General Fund that consolidates two existing financial aid programs and establishes the Student Success Completion Grant to provide grants of \$649 per semester to qualifying students who enroll in 12 to 14 units and \$2,000 per semester to qualifying students who enroll in 15 or more units per semester.
- **Full-Time Faculty Hiring** -- An increase of \$50 million in the Proposition 98 General Fund to hire new full-time faculty for CDC's to move toward meeting a 75% full-time faculty target.
- **Part-Time Faculty Office Hours** -- An increase of \$50 million one-time to the Proposition 98 General Fund to compensate part-time faculty for providing and holding office hours.
- **California College Promise** -- An increase of \$46 million to the Proposition 98 General Fund to support the implementation of the California College Promise, pursuant to Chapter 735, Statutes of 2017 (AB 19).
- **Online Education Initiative Competitive Grants** -- An increase of 35 million one-time to the Proposition 98 General Fund for CCC's to develop online programs and courses.
- **Financial Aid Technology Improvements** -- An increase of \$13.5 million one-time and \$5 million ongoing to the Proposition 98 General Fund to upgrade CCC's financial aid management systems.

May Revision to the Proposed 2019-20 Budget. Governor Newsom released the May Revision to the Proposed 2019-20 Budget (the "May Revision") on May 9, 2019. The May Revision provides an increase of \$4.5 billion over the proposed 2019-20 Budget, for a total of \$213.5 billion for 2019-20. Among the increase were increases in education, child care, affordable housing, wildfire prevention and Medi-Cal, with increases in budget reserves and reduction of the State's pension debt. The May Revision allocates \$15 billion to building budgetary resiliency and paying down the State's unfunded liabilities (being \$1.4 billion higher in the May Revision than in the proposed 2019-20 Budget) and includes \$4.5 billion to eliminate State debts and reverse deferrals, \$5.7 to build reserves and \$4.8 for a reduction in unfunded retirement liability. The May Revision also includes a portion of the Proposition 98 settle-up that was not reflected in the proposed 2019-20 Budget and an additional \$1.2 billion deposit into the Rainy Day Fund, bringing the reserves up to \$16.5 billion in fiscal year 2019-20. The May Revision projects that the Rainy Day Fund will reach its Constitutional cap of 10% of General Fund Revenues in fiscal year 2010-21, two years earlier than predicted in the proposed 2019-20 Budget, and by the end of fiscal year 2022-23, the Rainy Day Fund is projected to reach \$18.7 billion.

Significant features of the May Revision pertaining to CCC's include the following:

- **Ongoing Review of the Student-Centered Funding Formula** -- To further align with a revised implementation and review plan of the Student-Centered Funding Formula, the May

Revision extends the existing hold-harmless provision by an additional year, ensuring that no district will receive less funding than they received in 2017-18 with cost-of-living adjustments for each year until 2012-22.

- ***Apportionments Cost-of-Living Adjustment*** -- A decrease of \$18.3 million in the Proposition 98 General Fund to reflect a change in the cost-of-living adjustment from 3.46% to 3.26%.
- ***California College Promise*** -- An increase of \$5.2 million in the Proposition 98 General Fund to support the existing first year and proposed second year of the California College Promise to reflect revised estimates of eligible students.
- ***Student Success Completion Grant*** -- An increase of \$7.5 million in the Proposition 98 General Fund to reflect revised estimates of participation in the financial aid program.
- ***Deferred Maintenance*** -- An increase of \$39.6 million one-time to the Proposition 98 General Fund for deferred maintenance, instructional equipment and specified water conservation projects.
- ***Local Property Tax Adjustment*** -- An increase of \$76.7 million in the Proposition 98 General Fund as a result of decreased offsetting of local property tax revenues.
- ***Student Enrollment Fee Adjustment*** -- A decrease of \$15.7 million in the Proposition 98 General Fund as a result increased offsetting of student enrollment fees.

The College District cannot predict how State income or State education funding will vary over the term of the Bonds, and the College District takes no responsibility for informing owners of the Bonds as to actions the State Legislature or Governor may take affecting the current year's budget after its adoption. Information about the State budget and State spending for education is regularly available at various State-maintained websites. The complete text of proposed and adopted budgets may be found at the website of the Department of Finance, www.dof.ca.gov, under the heading "California Budget" or www.ebudget.ca.gov. An impartial analysis of the budget is posted by the Office of the Legislative Analyst at www.lao.ca.gov. In addition, various State official statements, many of which contain a summary of the current and past State budgets and the impact of those budgets on school districts in the State, may be found at the website of the State Treasurer, www.treasurer.ca.gov. The information referred to is prepared by the respective State agency maintaining each website and not by the College District, and the College District can take no responsibility for the continued accuracy of these internet addresses or for the accuracy, completeness or timeliness of information posted there, and such information is not incorporated herein by these references.

Prohibitions on Diverting Local Revenues for State Purposes. Beginning in 1992-93, the State satisfied a portion of its Proposition 98 obligations by shifting part of the property tax revenues otherwise belonging to cities, counties, special districts, and redevelopment agencies, to school and college districts through a local Educational Revenue Augmentation Fund ("ERAF") in each county. Local agencies, objecting to invasions of their local revenues by the State, sponsored a statewide ballot initiative intended to eliminate the practice. In response, the State Legislature proposed an amendment to the State Constitution, which the State's voters approved as Proposition 1A at the November 2004 election. Proposition 1A was generally superseded by the passage of an initiative supporting another constitutional amendment at the November 2010 election, known as "Proposition 22."

The effect of Proposition 22 is to prohibit the State, even during a period of severe fiscal hardship, from delaying the distribution of tax revenues for transportation, redevelopment, or local government projects and services. It prevents the State from redirecting redevelopment agency property tax increment to any other local government, including school districts, or from temporarily shifting property taxes from cities, counties and special districts to schools, as in the ERAF program. This is intended to, among other things, stabilize local government revenue sources by restricting the State's control over local property taxes. One effect of Proposition 22 will be to deprive the State of fuel tax revenues to pay debt service on most State bonds for transportation projects, reducing the amount of State General Fund resources available for other purposes, including education.

Prior to the passage of Proposition 22, the State invoked Proposition 1A to divert \$1.935 billion in local property tax revenues in fiscal year 2009-10 from cities, counties, and special districts to the State to offset State General Fund spending for education and other programs, and included another diversion in the adopted fiscal year 2009-10 State budget of \$1.7 billion in local property tax revenues from local redevelopment agencies. Redevelopment agencies, through the California Redevelopment Association ("CRA") are actively engaged in litigation to block the transfer of payments and recoup certain payments already made under certain legislation passed in July 2009 that is beyond the reach of Proposition 22, known as "ABX4 26." Because Proposition 22 reduces the State's authority to use or reallocate certain revenue sources, fees and taxes for State General Fund purposes, the State will have to take other actions to balance its budget, such as reducing State spending or increasing State taxes, and school and college districts that receive Proposition 98 or other funding from the State will be more directly dependent upon the State General Fund.

On December 30, 2011, the California Supreme Court issued its decision in the case of *California Redevelopment Association v. Matosantos*, finding ABx1 26, a trailer bill to the 2011-12 State Budget, to be constitutional. As a result, all redevelopment agencies in California were dissolved as of February 1, 2012, and all net tax increment revenues, after payment of redevelopment bonds debt service and administrative costs, will be distributed to cities, counties, special districts and K-14 school districts. The Court also found that ABx1 27, a companion bill to ABx1 26, violated the California Constitution, as amended by Proposition 22. ABx1 27 would have permitted redevelopment agencies to continue operations provided their establishing cities or counties agreed to make specified payments to K-14 school districts and county offices of education, totaling \$1.7 billion statewide. The College District is unable to predict what affect the implementation of ABx1 26 will have on the College District's future receipt of tax increment revenues.

Proposition 1A

Proposition 1A ("Proposition 1A"), proposed by the State Legislature in connection with the 2004-05 Budget Act and approved by the voters in November 2004, provides that the State may not reduce any local sales tax rate, limit existing local government authority to levy a sales tax rate or change the allocation of local sales tax revenues, subject to certain exceptions. See "CONSTITUTIONAL INITIATIVES AND STATUTORY MEASURES – *Proposition 1A*" below for more information.

Final State Budgets

Under State law, the State Legislature is required to adopt its budget by June 15 of each year for the upcoming fiscal year, with approval by the Governor to occur on June 30. The State Legislature failed to pass a State budget for fiscal year 2008-09 until September 23, 2008. Accordingly, many State payments were held until the 2008-09 State budget was adopted, including those scheduled to be made to school and community college districts under Proposition 98 and receipt of State categorical funds by the College District was delayed until the State budget was in fact adopted. The events leading to the

inability of the State Legislature to pass a budget in a timely fashion are not unique, and the College District cannot predict what circumstances may cause a similar failure in future years. In each year where the State budget lags adoption of the College District's budget, it will be necessary for the College District's staff to review the consequences of the changes, if any, at the State level from the proposals in the May Revision for that year, and determine whether the College District's budget will have to be revised.

The State has in past years experienced budgetary difficulties and has balanced its budget by requiring local political subdivisions to fund certain costs theretofore borne by the State. Further State actions taken to address its budgetary difficulties could have the effect of reducing the College District's support indirectly, and the College District is unable to predict the nature, extent or effect of such reductions.

The College District cannot predict whether the State will continue to encounter budgetary difficulties in future fiscal years. The College District also cannot predict the impact future State Budgets will have on the College District's finances and operations or what actions the State Legislature and the Governor may take to respond to changing State revenues and expenditures. Current and future State Budgets will be affected by national and State economic conditions and other factors which the College District cannot control.

In addition, the College District cannot predict the effect that the general economic conditions within the State and the State's budgetary problems may have in the future on the College District budget or operations.

CONSTITUTIONAL INITIATIVES AND STATUTORY MEASURES

Article XIII A of the California Constitution. On June 16, 1978, California voters approved Proposition 13, which added Article XIII A to the California Constitution ("Article XIII A"). See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Assessed Valuations – Constitutional and Statutory Initiatives" in the forepart of this Official Statement for additional information regarding Article XIII A.

Proposition 26. On November 2, 2010, California voters approved Proposition 26 as an amendment to Section 3 of Article XIII A (and Section 1 of Article XIII C) of the State Constitution that requires a two-thirds vote in the State Legislature to pass certain State fees, levies, charges and tax revenue allocations that under the State's previous rules could be enacted by a simple majority vote. Certain local fees must also be approved by two-thirds of voters. Proposition 26 expanded the scope and definition of a State or local tax to include many payments previously considered to be fees or charges, so that more proposals would require approval by two-thirds of the State Legislature or by local voters.

Article XIII B of the California Constitution. Under Article XIII B of the California State Constitution state and local government entities have an annual "appropriations limit" and are not permitted to spend certain moneys which are called "appropriations subject to limitation" (consisting of tax revenues, state subventions and certain other funds) in an amount higher than the "appropriations limit." Article XIII B does not affect the appropriations of moneys which are excluded from the definition of "appropriations subject to limitation," including debt service on indebtedness existing or authorized as of January 1, 1979, or bonded indebtedness subsequently approved by the voters. In general terms, the "appropriations limit" is to be based on certain 1978-79 expenditures, and is to be adjusted annually to reflect changes in consumer prices, populations, and services provided by these entities. Among other provisions of Article XIII B, if these entities' revenues in any year exceed the amounts permitted to be

spent, the excess would have to be returned by revising tax rates or fee schedules over the subsequent two years. The College District's fiscal year 2017-18 appropriations limit is \$264,469.343.

Unitary Property. AB 454 (Chapter 921, Statutes of 1986) provides that revenues derived from most utility property assessed by the State Board of Equalization ("Unitary Property"), commencing with the 1988-89 fiscal year, will be allocated as follows: (1) each jurisdiction will receive up to 102% of its prior year State-assessed revenue; and (2) if county-wide revenues generated from Unitary Property are less than the previous year's revenues or greater than 102% of the previous year's revenues, each jurisdiction will share the burden of the shortfall or excess revenues by a specified formula. This provision applies to all Unitary Property except railroads, whose valuation will continue to be allocated to individual tax rate areas.

The provisions of AB 454 do not constitute an elimination of the assessment of any State-assessed properties nor a revision of the methods of assessing utilities by the State Board of Equalization. Generally, AB 454 allows valuation growth or decline of Unitary Property to be shared by all jurisdictions in a county.

California Lottery. In the November 1984 general election, the voters of the State approved a constitutional amendment establishing a California State Lottery (the "State Lottery"), the net revenues (revenues less expenses and prizes) of which shall be used to supplement other moneys allocated to public education. The legislation further requires that the funds shall be used for the education of pupils and students and cannot be used for the acquisition of real property, the construction of facilities or the financing of research.

Allocation of State Lottery net revenues is based upon the average daily attendance or full-time equivalent students at each school and community college district; however, the exact allocation formula may vary from year to year. At this time, the amount of additional revenues that may be generated by the State Lottery in any given year cannot be predicted.

Proposition 46. On June 3, 1986, California voters approved Proposition 46, which added an additional exemption to the 1% tax limitation imposed by Article XIII A. Under this amendment to Article XIII A, local governments and school and community college districts may increase the property tax rate above 1% for the period necessary to retire new, general obligation bonds, if two-thirds of those voting in a local election approve the issuance of such bonds and the money raised through the sale of the bonds is used exclusively to purchase or improve real property.

Proposition 39. On November 7, 2000, California voters approved Proposition 39, called the "Smaller Classes, Safer Schools and Financial Accountability Act" (the "Smaller Classes Act") which amends Section 1 of Article XIII A, Section 18 of Article XVI of the California Constitution and Section 47614 of the California Education Code and allows an alternative means of seeking voter approval for bonded indebtedness by 55 percent of the vote, rather than the two-thirds majority required under Section 18 of Article XVI of the Constitution. The 55 percent voter requirement applies only if the bond measure submitted to the voters includes, among other items: (1) a restriction that the proceeds of the bonds may be used for "the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities," (2) a list of projects to be funded and a certification that the school district board has evaluated "safety, class size reduction, and information technology needs in developing that list" and (3) that annual, independent performance and financial audits will be conducted regarding the expenditure and use of the bond proceeds.

Section 1(b)(3) of Article XIII A has been added to exempt the one percent *ad valorem* tax limitation that Section 1(a) of Article XIII A of the Constitution levies, to pay bonds approved by 55 percent of the voters voting on the measure, subject to the restrictions explained above.

The State Legislature enacted AB 1908, Chapter 44, which became effective upon passage of Proposition 39 and amends various sections of the Education Code. Under amendments to Section 15268 and 15270 of the Education Code, the following limits on *ad valorem* taxes apply in any single election: (1) for a school district, indebtedness shall not exceed \$30 per \$100,000 of taxable property, (2) for a unified school district, indebtedness shall not exceed \$60 per \$100,000 of taxable property, and (3) for a community college district, indebtedness shall not exceed \$25 per \$100,000 of taxable property. Finally, AB 1908 requires that a citizens' oversight committee must be appointed who will review the use of the bond funds and inform the public about their proper usage.

Proposition 30 and Proposition 55. The passage of the Governor's November Tax Initiative ("Proposition 30") on November 6, 2012, resulted in an increase in the State sales tax by a quarter-cent for four years and, for seven years, and raises taxes on individuals after their first \$250,000 in income and on couples after their first \$500,000 in earnings. These increased tax rates affect approximately one percent of California personal income tax filers and will be in effect until the conclusion of the 2018 tax year. The State Office of Legislative Analyst (the "LAO") estimates that, as a result of Proposition 30, additional state tax revenues of about \$6 billion annually from fiscal years 2012-13 through 2016-17 will be received by the State with lesser amounts of additional revenue available in fiscal years 2017-18, and 2018-19. Proposition 30 also places into the State Constitution certain requirements related to the transfer of certain State program responsibilities to local governments, mostly counties, including incarcerating certain adult offenders, supervising parolees, and providing substance abuse treatment services.

Proposition 30 also provided additional tax revenues aimed at balancing the State's budget through fiscal year 2018-19, providing several billion dollars annually through fiscal year 2018-19 available for purposes including funding existing State programs, ending K-14 education payment delays, and paying other State debts. Future actions of the State Legislature and the Governor will determine the use of these funds. According to the LAO, future revenues raised by Proposition 30 could be subject to multibillion-dollar swings, above or below the revenues projections, due to the majority of the additional revenue coming from the personal income tax rate increases on upper-income taxpayers. These fluctuations in incomes of upper-income taxpayers will impact potential State revenue and could complicate State budgeting in future years. After the tax increases expire, the loss of the associated tax revenues could create additional budget pressure in subsequent years.

On November 8, 2016, voters approved the California Children's Education and Health Care Protection Act of 2016, also known as Proposition 55 ("Proposition 55"), which extends the temporary tax increases created by Proposition 30 from the 2016 tax year through the 2030 tax year. The College District cannot predict the effect the loss of the revenues generated from such temporary tax increases will have on total State revenues and the effect on the Proposition 98 formula for funding schools.

Proposition 51. At the November 8, 2016, election, voters in the State approved the California Public School Facility Bonds Initiative, ("Proposition 51"). Proposition 51 authorizes the sale and issuance of \$9 billion in general obligation bonds to fund the construction and modernization of school facilities for both community colleges and K-12 schools within the state.

Specifically, the \$9 billion will be stored between a State School Facilities Fund and a California Community College Capital Outlay Bond Fund. The funds can then be used to allocate bond revenue in the following manner:

- \$3 billion for construction of new K-12 school district facilities;
- Another \$3 billion for the modernization of K-12 public school sites, which includes repairs to outdated facilities to increase earthquake and fire safety, removing asbestos, technology upgrades and other health and safety improvements;
- \$500 million for various charter school facilities;
- \$500 million for career technical education facilities;
- \$2 billion for California community college facility construction and modernization.

The State issues general obligation bonds for facility projects. Typically, K-12 schools can submit proposals for such projects to the State Office of Public School Construction for both modernization and new construction. If the project is approved, the school district will receive State grant funding and in turn the school district must contribute local funding to such projects. If sufficient local funding is unavailable, the school district may potentially receive the full project cost via State grant funding. Career technical education and charter school facilities face a similar approval process. Community college districts, on the other hand, must submit requests for facility projects to the Chancellor of the community college system. Selected projects are eventually approved and funded as part of the annual State budget. A scoring system is used to determine the State and local contributions for these community college sites.

The impact that Proposition 51 will have on school district behavior is unclear. Some school districts may spend less local funds given the greater support of state funding. However, school districts may decide to spend more local funds by proposing an increased number of facility projects with the knowledge that additional state funding could be available. It is also possible that school districts make no changes to their number of proposals for construction and modernization projects.

The College District was approved for funding under Proposition 51 for its \$40.9 million Russell Hall Replacement Project. The 2019-20 State Budget includes continuing funding of \$19.2 million for its share of the construction cost.

Article XIII C and XIII D of the California Constitution. On November 5, 1996, an initiative to amend the California Constitution known as the “Right to Vote on Taxes Act” (“Proposition 218”) was approved by a majority of California voters. Proposition 218 added Articles XIII C and XIII D to the State Constitution and requires majority voter approval for the imposition, extension or increase of general taxes and 2/3 voter approval for the imposition, extension or increase of special taxes by a local government, which is defined in Proposition 218 to include counties. Proposition 218 also provides that any general tax imposed, extended or increased without voter approval by any local government on or after January 1, 1995, and prior to November 6, 1996 shall continue to be imposed only if approved by a majority vote in an election held within two years following November 6, 1996. All local taxes and benefit assessments which may be imposed by public agencies will be defined as “general taxes” (defined as those used for general governmental purposes) or “special taxes” (defined as taxes for a specific purpose even if the revenues flow through the local government’s general fund) both of which would require a popular vote. New general taxes require a majority vote and new special taxes require a two-thirds vote. Proposition 218 also extends the initiative power to reducing or repealing local taxes, assessments, fees and charges, regardless of the date such taxes, assessments or fees or charges were imposed, and lowers the number of signatures necessary for the process. In addition, Proposition 218 limits the application of assessments, fees and charges and requires them to be submitted to property owners for approval or rejection, after notice and public hearing.

The College District and the Improvement District have no power to impose taxes except property taxes associated with a general obligation bond election, following approval by 55% or 2/3 of the Improvement District's voters voting on a bond measure, depending upon the Article of the Constitution under which it is passed. Under previous law, the College District and the Improvement District could apply provisions of the Landscape and Lighting Act of 1972 to create an assessment district for specified purposes, based on the absence of a majority protest. Proposition 218 significantly reduces the ability of the College District and the Improvement District to create such special assessment districts. Any assessments, fees or charges levied or imposed by any assessment district created by the College District and the Improvement District will become subject to the election requirements of Proposition 218 as described above, a more elaborate notice and balloting process and other requirements.

Proposition 218 also expressly extends the initiative power to give voters the power to reduce or repeal local taxes, assessments, fees and charges, regardless of the date such taxes, assessments, fees or charges were imposed, and reduces the number of signatures required for the initiative process. This extension of the initiative power to some extent constitutionalizes the March 6, 1995 State Supreme Court decision in *Rossi v. Brown*, which upheld an initiative that repealed a local tax and held that the State Constitution does not preclude the repeal, including the prospective repeal, of a tax ordinance by an initiative, as contrasted with the State constitutional prohibition on referendum powers regarding statutes and ordinances which impose a tax. Generally, the initiative process enables California voters to enact legislation upon obtaining requisite voter approval at a general election. Proposition 218 extends the authority stated in *Rossi v. Brown* by expanding the initiative power to include reducing or repealing assessments, fees and charges, which had previously been considered administrative rather than legislative matters and therefore beyond the initiative power. This extension of the initiative power is not limited by the terms of Proposition 218 to fees imposed after November 6, 1996 and absent other legal authority could result in retroactive reduction in any existing taxes, assessments or fees and charges. Such legal authority could include the limitations imposed on the impairment of contracts under the contract clause of the United States Constitution.

Proposition 218 has no effect upon the College District's and the Improvement District's ability to pursue approval of a general obligation bond issue or a Mello-Roos Community Facilities District bond issue in the future, both of which are already subject to a 2/3 vote, although certain procedures and burdens of proof may be altered slightly. The College District is unable to predict the nature of any future challenges to Proposition 218 or the extent to which, if any, Proposition 218 may be held to be unconstitutional.

Proposition 1A. Proposition 1A (SCA 4), proposed by the State Legislature in connection with the 2004-05 Budget Act and approved by the voters in November 2004, provides that the State may not reduce any local sales tax rate, limit existing local government authority to levy a sales tax rate or change the allocation of local sales tax revenues, subject to certain exceptions. Proposition 1A generally prohibits the State from shifting to schools or community colleges any share of property tax revenues allocated to local governments for any fiscal year, as set forth under the laws in effect as of November 3, 2004. Any change in the allocation of property tax revenues among local governments within a county must be approved by two-thirds of both houses of the State Legislature. Proposition 1A provides, however, that the State may shift to schools and community colleges up to 8% of local government property tax revenues, which amount must be repaid, with interest, within three years, if the Governor proclaims that the shift is needed due to a severe state financial hardship, the shift is approved by two-thirds of both houses of the State Legislature and certain other conditions are met. The State may also approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. Proposition 1A also provides that if the State reduces the Vehicle License Fee rate from 0.65 percent of vehicle value, the State must provide local governments with equal replacement revenues. Further, Proposition 1A requires the State to suspend State mandates affecting cities, counties and special

districts, schools or community colleges, excepting mandates relating to employee rights, in any year that the State does not fully reimburse local governments for their costs of compliance with such mandates.

Future Initiatives. Article XIII A, Article XIII B, Article XIII C, Article XIII D and Propositions 98, 39 and 1A were each adopted as measures that qualified for the ballot pursuant to the State's initiative process. From time to time, other initiative measures could be adopted, further affecting the Improvement District's and College District's revenues or their ability to expend revenues.

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APPENDIX B

FORM OF BOND COUNSEL OPINION

[Closing Date]

Board of Trustees
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, California 92706

Re: \$ _____ Santa Ana College Improvement District No. 1 of Rancho Santiago
Community College District General Obligation Bonds, Election of 2012, 2019 Series C

We have acted as bond counsel for the Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District (the "Improvement District"), Orange County, State of California, in connection with the issuance of \$ _____ aggregate principal amount of the Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District General Obligation Bonds, Election of 2012, 2019 Series C (the "Bonds"). The Bonds are issued pursuant to Article 4.5, Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, as amended, and the resolution adopted by the Board of Trustees of the Rancho Santiago Community College District (the "College District") acting as the legislative body of the Improvement District on [July 15], 2019 (the "Resolution"). Capitalized terms used herein and not otherwise defined shall be the meanings ascribed to them in the Resolution.

As Bond Counsel, we have examined copies, certified to us as being true and complete copies, of the proceedings of the College District and the Improvement District for the authorization and issuance of the Bonds. In this connection, we have also examined such certificates of public officials and officers of the College District and the Improvement District as we have considered necessary for the purposes of this opinion. We have, with your approval, assumed that all items submitted to us as originals are authentic and that all items submitted as copies conform to the originals.

On the basis of such examination, our reliance upon the assumptions contained herein and our consideration of those questions of law we considered relevant, and subject to the limitations and qualifications in this opinion, we are of the opinion that:

1. The Bonds have been duly authorized and issued and constitute legally valid and binding obligations of the Improvement District, enforceable in accordance with their terms and the terms of the Resolution.
2. The Bonds are payable solely from and are secured by a pledge of *ad valorem* taxes which may be levied without limitation as to rate or amount upon all taxable real property in the Improvement District, and which, under the laws now in force with respect to the Bonds, may be levied within the limit prescribed by law upon all taxable personal property in the Improvement District, and from other available funds as set forth in the Resolution.
3. The Resolution has been duly authorized by the College District acting on behalf of the Improvement District and constitutes the legally valid and binding obligation of Improvement District, enforceable in accordance with its terms. The Bonds, assuming due authentication by the Paying Agent, are entitled to the benefits of the Resolution.

4. The Internal Revenue Code of 1986, as amended (the “Code”), sets forth certain requirements which must be met subsequent to the issuance and delivery of the Bonds for interest thereon to be and remain excluded from gross income for federal income tax purposes. Noncompliance with such requirements could cause the interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issue of the Bonds. Pursuant to the Resolution and the Tax and Nonarbitrage Certificate executed by the College District and the Improvement District in connection with the issuance of the Bonds (the “Tax Certificate”), the College District and the Improvement District have covenanted to comply with the applicable requirements of the Code in order to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes pursuant to Section 103 of the Code. In addition, the College District and the Improvement District have made certain representations and certifications in the Resolution and the Tax Certificate. We have not independently verified the accuracy of those certifications and representations.

Under existing law, assuming compliance with the tax covenants described herein and the accuracy of the aforementioned representations and certifications, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Code. We are also of the opinion that such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code.

5. Bond Counsel is further of the opinion that the excess of the principal amount of any maturity of the Bonds over its issue price (i.e., the first price at which a substantial amount of such maturity of the Bonds was sold to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) (each, a “Discount Bond” and collectively, the “Discount Bonds”) constitutes original issue discount which is excluded from gross income for federal income tax purposes to the same extent as interest on the Bonds. Further, such original issue discount accrues actuarially on a constant interest rate basis over the term of each Discount Bond and the basis of each Discount Bond acquired at such issue price by an initial purchaser thereof will be increased by the amount of such accrued original issue discount. The accrual of original issue discount may be taken into account as an increase in the amount of tax-exempt income for purposes of determining various other tax consequences of owning the Discount Bonds, even though there will not be a corresponding cash payment.
6. Interest on the Bonds is exempt from personal income taxes of the State of California under present State law.

The opinions set forth in paragraphs 1, 2, and 3 above (i) assume that the Paying Agent has duly authenticated the Bonds and (ii) are subject to (a) applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors’ rights generally (including, without limitation, fraudulent conveyance laws), (b) the effect of general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law, and (c) the limitations on legal remedies against government entities in the State of California.

In rendering the opinions set forth in paragraphs 4 through 6 above, we are relying upon representations and covenants of the College District and the Improvement District in the Tax Certificate concerning the investment and use of Bond proceeds, the rebate to the federal government of certain earnings thereon, and the use of the property and facilities financed with the proceeds of the Bonds. In addition, we have assumed that all such representations are true and correct and that the College District

and the Improvement District will comply with such covenants. We express no opinion with respect to the exclusion of the interest on the Bonds from gross income under Section 103(a) of the Code in the event that any of such representations are untrue or the College District or the Improvement District fails to comply with such covenants, unless such failure to comply is based on our advice or opinion.

Except as stated in paragraphs 4 through 6 above, we express no opinion as to any other federal, state or local tax consequences of the ownership or disposition of the Bonds. Furthermore, we express no opinion as to any federal, state or local tax law consequences with respect to the Bonds, or the interest thereon, if any action is taken with respect to the Bonds or the proceeds thereof upon the advice or approval of other counsel.

No opinion is expressed herein on the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Bonds. This opinion is expressly limited to the matters set forth above and we render no opinion, whether by implication or otherwise, as to any other matters.

Our opinions are limited to matters of California law and applicable federal law, and we assume no responsibility as to the applicability of laws of other jurisdictions. We call attention to the fact that the opinions expressed herein and the exclusion of interest on the Bonds from gross income for federal income tax purposes may be affected by actions taken or omitted or events occurring or failing to occur after the date hereof. We have not undertaken to determine, or inform any person, whether any such actions are taken, omitted, occur or fail to occur.

Respectfully submitted,

APPENDIX C
AUDITED FINANCIAL STATEMENTS
OF THE COLLEGE DISTRICT FOR THE FISCAL YEAR ENDED JUNE 30, 2018

APPENDIX D

FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (this “Disclosure Undertaking”) is executed and delivered by Rancho Santiago Community College District (the “College District”), as of September ___, 2019, in connection with the issuance of \$_____ aggregate principal amount of the Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District’s General Obligation Bonds, Election of 2012, 2019 Series C (the “Bonds”). The Bonds are being issued pursuant to a Resolution adopted by the Board of Trustees of the College District on [July 15], 2019 (the “Resolution”). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Resolution.

In consideration of the issuance of the Bonds and the purchase of such Bonds by the Underwriter described below, the College District hereby covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Undertaking. This Disclosure Undertaking is being executed and delivered by the College District for the benefit of the Bondholders and in order to assist Piper Jaffray & Co. (the “Underwriter”) in complying with Rule 15c2-12(b)(5) (the “Rule”) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

SECTION 2. Additional Definitions. In addition to the above definitions and the definitions set forth in the Resolution, the following capitalized terms shall have the following meanings:

“Annual Report” means any Annual Report provided by the College District pursuant to, and as described in, Sections 4 and 5 of this Disclosure Undertaking.

“Bondholder” or “Holder” means any holder of the Bonds or any beneficial owner of the Bonds so long as they are immobilized with DTC.

“Commission” means the Securities and Exchange Commission.

“Dissemination Agent” means Cooperative Strategies, LLC, and any alternate or successor dissemination agent, designated in writing by the Chancellor or Vice Chancellor (or otherwise by the College District), which Dissemination Agent has evidenced its acceptance in writing.

“Financial Obligation” means (a) a debt obligation; (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) the guarantee of a debt obligation or any such derivative instrument; provided, that “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Listed Event” means any of the events listed in Section 6 of this Disclosure Undertaking.

“MSRB” means the Municipal Securities Rulemaking Board, through its Electronic Municipal Market Access (“EMMA”) website located at <http://emma.msrb.org>, or any other entity designated or authorized by the Commission.

SECTION 3. CUSIP Numbers and Final Official Statement. The CUSIP Numbers for the Bonds have been assigned. The Final Official Statement relating to the Bonds is dated _____, 2019 (the “Final Official Statement”).

SECTION 4. Provision of Annual Reports.

(a) The College District shall, or shall cause the Dissemination Agent (if other than the College District), not later than 240 days after the end of the College District’s fiscal year (currently ending June 30), commencing with the report for the fiscal year ending June 30, 2019, to provide to the MSRB, in a format prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 5 of this Disclosure Undertaking. As of the date of this Certificate, the format prescribed by the MSRB is the Electronic Municipal Market Access system. Information regarding requirement for submissions to EMMA is available at <http://emma.msrb.org>.

The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 5 of this Disclosure Undertaking; provided that the audited financial statements of the College District may be submitted, when and if available, separately from the balance of the relevant Annual Report. If the College District does not have audited financial statements available when it submits the relevant Annual Report, it shall submit unaudited financial statements, as described in Section 5(a) below.

(b) Not later than 15 Business Days prior to the filing date required in paragraph (a) above for providing the Annual Report to the MSRB, the College District shall provide the Annual Report to the Dissemination Agent (if other than the College District). If the College District is unable to provide to the MSRB an Annual Report by the date required in paragraph (a) above, the College District shall send a notice to the MSRB in substantially the form attached as Exhibit A.

(c) The Dissemination Agent (if other than the College District) shall:

(i) determine each year prior to the date for providing the Annual Report the format for filing with the MSRB; and

(ii) file a report with the College District certifying that the Annual Report has been provided pursuant to this Disclosure Undertaking, stating the date it was provided to the MSRB.

SECTION 5. Content of Annual Report. The College District’s Annual Report shall contain or incorporate by reference the following:

(a) Financial information including the general purpose financial statements of the College District for the preceding fiscal year, prepared in conformity with generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board and the American Institute of Certified Public Accountants. If audited financial information is not available by the time the Annual Report is required to be filed pursuant to Section 4(a) hereof, the financial information included in the Annual Report may be unaudited, and the College District will provide audited financial information to the MSRB as soon as practical after it has been made available to the College District.

(b) Operating data, including the following information (to the extent not included in the audited financial statements described in paragraph (a) above):

(i) Outstanding indebtedness and lease obligations of the College District for the preceding fiscal year;

- (ii) General fund budget and actual results of the College District for the preceding fiscal year;
- (iii) Enrollment, or equivalent information, in the College District for the preceding fiscal year;
- (iv) Assessed valuations in the Improvement District as of the most recent equalized assessment roll; and
- (v) Largest local secured taxpayers in the Improvement District as of the most recent equalized assessment roll.

(c) Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the College District, the Improvement District, or related public entities, which have been submitted to the MSRB or to the Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The College District shall clearly identify each other document so incorporated by reference.

SECTION 6. Reporting of Significant Events.

(a) The College District agrees to provide or cause to be provided to the MSRB notice of the occurrence of any of the following events with respect to the Bonds not later than ten (10) Business Days after the occurrence of the event:

- (i) Principal and interest payment delinquencies;
- (ii) Unscheduled draws on any debt service reserves reflecting financial difficulties;
- (iii) Unscheduled draws on any credit enhancements reflecting financial difficulties;
- (iv) Substitution of credit or liquidity providers, or their failure to perform;
- (v) Adverse tax opinions with respect to the tax status of the Bonds, or the issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701-TEB);
- (vi) Tender offers;
- (vii) Defeasances;
- (viii) Rating changes;
- (ix) Bankruptcy, insolvency, receivership or similar event of the “obligated person” (within the meaning of the Rule); or
- (x) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the College District, any of which reflect financial difficulties.

For purposes of item (ix) above, the described event shall be deemed to occur when any of the following shall occur: the appointment of a receiver, fiscal agent or similar officer for the College District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state

or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the College District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or other governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority have supervision or jurisdiction over substantially all of the assets or business of the College District.

(b) The College District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material, not later than ten (10) business days after the occurrence of the event:

(i) Unless described in paragraph 6(a)(v) hereof, other material notices or determinations with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;

(ii) Modifications to rights of Owners;

(iii) Optional, unscheduled or contingent Bond calls;

(iv) Release, substitution or sale of property securing repayment of the Bonds;

(v) Non-payment related defaults;

(vi) The consummation of a merger, consolidation, or acquisition involving an “obligated person” or the sale of all or substantially all of the assets of the College District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

(vii) Appointment of a successor or additional Paying Agent or the change of name of a Paying Agent, if material; or

(viii) Incurrence of a Financial Obligation of the College District, if material, or an agreement to covenants, events of default, remedies, priority rights or other similar terms of a Financial Obligation of the College District, any of which affect the Owners, if material; or

(c) The College District shall give, or cause to be given, in a timely manner, notice of a failure to provide the annual financial information on or before the date specified in Section 4 hereof, as provided in Section 4(b) hereof.

(d) Whenever the College District obtains knowledge of the occurrence of a Listed Event described in Section 6(a) hereof, or determines that knowledge of a Listed Event described in Section 6(b) hereof would be material under applicable federal securities laws, the College District shall within ten (10) business days of occurrence file a notice of such occurrence with the MSRB in electronic format, accompanied by such identifying information as is prescribed by the MSRB. Notwithstanding the foregoing, notice of the Listed Event described in subsections (a)(vii) or (b)(iii) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.

SECTION 7. Termination of Reporting Obligation. The College District’s obligations under this Disclosure Undertaking shall terminate when the College District is no longer an obligated person

with respect to the Bonds, as provided in the Rule, upon the defeasance, prior redemption or payment in full of all of the Bonds.

SECTION 8. Dissemination Agent. The Chancellor or Vice Chancellor, Business Operations/Fiscal Services, may, from time to time, appoint or engage an alternate or successor Dissemination Agent to assist in carrying out the College District's obligations under this Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is no other designated Dissemination Agent in place, the College District shall act as the Dissemination Agent.

The Dissemination Agent, if other than the College District, shall be paid compensation for its services provided hereunder, and reimbursement for its costs and expenses. The Dissemination Agent shall not be responsible for the form or content of any document provided by the College District hereunder.

SECTION 9. Amendment. Notwithstanding any other provision of this Disclosure Undertaking, the College District may amend this Disclosure Undertaking under the following conditions, provided no amendment to this Disclosure Undertaking shall be made that affects the rights, duties or obligations of the Dissemination Agent without its written consent:

(a) The amendment may be made only in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the obligated person, or type of business conducted;

(b) This Disclosure Undertaking, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of Holders, as determined either by parties unaffiliated with the College District or another obligated person (such as the Bond Counsel) or by the written approval of the Bondholders; provided, that the Annual Report containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

SECTION 10. Additional Information. If the College District chooses to include any information from any document or notice of occurrence of a Material Event in addition to that which is specifically required by this Disclosure Undertaking, the College District shall have no obligation under this Disclosure Undertaking to update such information or to include it in any future disclosure or notice of occurrence of a Designated Material Event.

Nothing in this Disclosure Undertaking shall be deemed to prevent the College District from disseminating any other information, using the means of dissemination set forth in this Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Designated Material Event, in addition to that which is required by this Disclosure Undertaking.

SECTION 11. Default. The College District shall give notice to the MSRB of any failure to provide the Annual Report when the same is due hereunder, which notice shall be given prior to July 1 of that year. In the event of a failure of the College District to comply with any provision of this Disclosure Undertaking, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the College District to comply with its

obligations under this Disclosure Undertaking. A default under this Disclosure Undertaking shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Undertaking in the event of any failure of the College District to comply with this Disclosure Undertaking shall be an action to compel performance.

SECTION 12. Beneficiaries. This Disclosure Undertaking shall inure solely to the benefit of the College District, the Dissemination Agent, the Underwriter and Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Record Keeping. The College District shall maintain records of all Annual Reports and notices of Listed Events including the content of such disclosure, the names of the entities with whom the such disclosure were filed and the date of filing such disclosure.

SECTION 14. Governing Law. This Disclosure Undertaking shall be governed by the laws of the State of California, applicable to contracts made and performed in such State of California.

IN WITNESS WHEREOF, Rancho Santiago Community College District, acting as the legislative body for the Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District has executed this Continuing Disclosure Undertaking as of the date first set forth herein.

RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT

By: _____
Chancellor

EXHIBIT A

NOTICE TO THE MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Rancho Santiago Community College District, acting as the legislative body for Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District

Name of Issue: \$ _____ Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District General Obligation Bonds, Election of 2012, 2019 Series C

Date of Issuance: September __, 2019

NOTICE IS HEREBY GIVEN that the above-named Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 4(a) of the Disclosure Undertaking dated September __, 2019. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____

[ISSUER/DISSEMINATION AGENT]

By: _____

APPENDIX E

BOOK-ENTRY ONLY SYSTEM

The information in this Appendix E concerning DTC and DTC's book-entry system has been obtained from sources that the College District believes to be reliable, but the College District takes no responsibility for the accuracy or completeness thereof. The College District cannot and does not give any assurances that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) Bonds representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Official Statement. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedure" of DTC to be followed in dealing with DTC Participants are on file with DTC.

General

The Depository Trust Company ("DTC") will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation, and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of "AA+". The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The foregoing internet address is included for reference only, and the information on this internet site is not incorporated by reference herein.*

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect

Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the College District (or the Paying Agent on behalf thereof) as soon as possible after the Record Date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the Record Date (identified in a listing attached to the Omnibus Proxy).

Principal, premium, if any and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the College District or Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the College District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the College District or the Paying Agent, disbursement of such payments to Direct

Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the College District or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, certificates for the Bonds are required to be printed and delivered in such principal amount or amounts, in authorized denominations, and registered in whatever name or names DTC shall designate.

The College District may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). Discontinuance of use of the system of book-entry transfers through DTC may require the approval of DTC Participants under DTC's operational arrangements. In that event, printed certificates for the Bonds will be printed and delivered in such principal amount or amounts, in authorized denominations, and registered in whatever name or names DTC shall designate.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the College District believes to be reliable, but the College District takes no responsibility for the accuracy thereof.

Discontinuation of Book-Entry Only System; Payment to Beneficial Owners

In the event that the book-entry system described above is no longer used with respect to the Bonds, the following provisions will govern the payment, transfer and exchange of the Bonds.

The principal of the Bonds and any premium and interest upon the redemption thereof prior to maturity will be payable in lawful money of the United States of America upon presentation and surrender of the Bonds at the office of the Paying Agent, initially located in Los Angeles, California. Interest on the Bonds will be paid by the Paying Agent by check or draft mailed to the person whose name appears on the registration books of the Paying Agent as the registered owner, and to that person's address appearing on the registration books as of the close of business on the Record Date. At the written request of any registered owner of at least \$1,000,000 in aggregate principal, payments shall be wired to a bank and account number on file with the Paying Agent as of the Record Date.

Any Bond may be exchanged for a Bond of any authorized denomination upon presentation and surrender at the office of the Paying Agent, initially located in Los Angeles, California, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred only on the Bond registration books upon presentation and surrender of the Bond at such office of the Paying Agent together with an assignment executed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Bond or Bonds of any authorized denomination or denominations requested by the owner equal in the aggregate to the unmaturing principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

Neither the College District nor the Paying Agent will be required to exchange or transfer any Bond during the period from the Record Date through the next Interest Payment Date.

APPENDIX F

ORANGE COUNTY EDUCATIONAL INVESTMENT POOL DISCLOSURE

The following information concerning the Investment Pool (defined herein) has been provided by the Treasurer of Orange County (the “County”) and has not been confirmed or verified by either the College District or the Underwriter. Further, neither the College District, Improvement District nor the Underwriter make any representation as to the accuracy or adequacy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof, or that the information contained or incorporated hereby by reference is correct as of any time subsequent to its date.

The Board of Supervisors of the County (the “Board of Supervisors”) approved the current County Investment Policy Statement (the “Investment Policy”) on December 18, 2018 (see ocgov.com/ocinvestments). (This reference is for convenience of reference only and not considered to be incorporated as part of this Official Statement.) The Investment Policy applies to all funds managed by the County Treasurer as delegated by the Board of Supervisors including, the Orange County Investment Pool, the Orange County Educational Investment Pool, the John Wayne Airport Investment Pool and various other small non-Pooled investment funds. The primary goal is to invest public funds in a manner which will provide the maximum security of principal invested with secondary emphasis on providing adequate liquidity to Pool Participants and lastly to achieve a market rate of return within the parameters of prudent risk management while conforming to all applicable statutes and resolutions governing the investment of public funds. The main investing objectives, in order of priority are: Safety, Liquidity and Yield.

Oversight of the investments is conducted in several ways. First, the Board of Supervisors established the County Treasury Oversight Committee (the “Committee”) on December 19, 1995, pursuant to California Government Code Section 27130 *et. seq.* The Committee’s primary responsibilities are as follows: to review and monitor the annual investment policy; cause an annual audit to be conducted to determine if the County Treasurer is in compliance with California Government Code Sections 27130 to 27137; and to investigate any and all irregularities in the treasury operation that are reported. The County Treasurer nominates the public members and the Board of Supervisors confirms the members of the Committee, which is comprised of the County Executive Officer, the County Auditor-Controller, the County Superintendent of Schools, and four public members. Next, the Auditor-Controller’s Internal Audit Division audits the portfolio on a quarterly and annual basis pursuant to California Government Code Sections 26920 and 26922. Finally, an annual compliance audit is also conducted annually as required by California Government Code Sections 27134. All investment audit reports and the monthly Treasurer’s Investment Report are available on-line at ocgov.com/ocinvestments. (This reference is for convenience of reference only and not considered to be incorporated as part of this Official Statement.)

The College District’s funds held by the County Treasurer are invested in the Orange County Educational Investment Pool (the “Pool”) which pools all of the College District’s funds. As of May 31, 2019, the balance of the College District’s funds in the Pool was \$335,694,497 or 10.0% of the Pool. As of May 31, 2019, the Pool had a weighted average maturity of 344 days and the year-to-date net yield was 1.99%.

The following represents the composition of the Pool as of May 31, 2019:

<u>Type of Investment</u>	<u>Market Value (In thousands)</u>	<u>% of Pool</u>
U.S. Government Agencies	\$3,373,968	62.41%
U.S. Treasuries	1,397,314	25.85
Medium-Term Notes	310,353	5.74
Municipal Debt	223,869	4.14
Money Market Mutual Funds	65,442	1.21
Local Agency Investment Fund	35,296	0.65
Total	<u>\$5,406,242</u>	<u>100.00%</u>

Neither the College District nor the Underwriter has made an independent investigation of the investments in the Pools and has made no assessment of the current County Investment Policy. The value of the various investments in the Pools will fluctuate on a daily basis as a result of a multitude of factors, including generally prevailing interest rates and other economic conditions. Additionally, the County Treasurer, after a review by the Committee and approval by the Board of Supervisors may change the County Investment Policy at any time. Therefore, there can be no assurance that the values of the various investments in the Pools will not vary significantly from the values described therein.

APPENDIX G

ORANGE COUNTY INVESTMENT POLICY STATEMENT

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

To:	Board of Trustees	Date: July 15, 2019
Re:	Accept the Completion of Bid #1362 - Proposition 39 Year 5 Lighting Occupancy Sensor Retrofit at Santa Ana College and Approve Recording a Notice of Completion	
Action:	Request for Acceptance and Approval	

BACKGROUND:

On February 25, 2019, the Board of Trustees ratified a contract with J Kim Electric, Inc. for Bid #1362 for the Proposition 39 Year 5 Lighting Occupancy Sensor Retrofit project at Santa Ana College. The project was completed on June 3, 2019.

ANALYSIS:

The District, upon approval by the Board of Trustees may record a Notice of Completion with the office of the Orange County Clerk-Recorder, as outlined under California Civil Code §9204. Total cost of the project was \$109,740.

This project was funded by State Proposition 39 Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees accept the project as complete and approve the filing of a Notice of Completion with the County as presented.

Fiscal Impact:	N/A	Board Date: July 15, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

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

AND WHEN RECORDED MAIL TO:

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

THIS SPACE FOR RECORDER'S USE ONLY

NO FEES CHARGED PER GOVERNMENT CODE §27383

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2323 N. Broadway
Santa Ana, CA 92706-1640

NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §9204 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santa Ana College, located 1530 West 17th Street, Santa Ana, caused improvements to be made to the property to with: Bid #1362 for Proposition 39 Year 5 Lighting Occupancy Sensor Retrofit at Santa Ana College, the contract for the doing of which was heretofore entered into on the 5th day of February, 2019, which contract was made with J Kim Electric, Inc., PO 19-P0055741 as contractor; that said improvements were completed on the 3rd day of June, 2019 and accepted by formal action of the governing Board of said District on the 15th day of July, 2019; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Developers Surety and Indemnity Company.

I, the undersigned, say: I am the Vice Chancellor- Business/Fiscal Services of the Rancho Santiago Community College District the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2019 at Santa Ana, California.

Rancho Santiago Community College District of Orange County, California

by _____
Peter J. Hardash, Vice Chancellor
Rancho Santiago Community College District

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this _____ day of _____ 20_____, by _____, proved to me on this basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

To:	Board of Trustees	Date: July 15, 2019
Re:	Award of Bid #1373 – Emergency Blue Phones & Accessible Path of Travel at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

This is an approval for the award of Bid #1373 for the Emergency Blue Phone & Accessible Path of Travel project at Santa Ana College. This project includes replacing nine existing yellow call boxes with blue light emergency phone towers and installs four new phone towers at different locations across campus. The bid is for the installation and labor services only as the purchase of the 13 new blue light emergency phone towers are under separate contract as approved by the Board of Trustees on September 10, 2018 to utilize the California Multiple Award Schedules (CMAS) contract for the procurement of the blue light emergency phone towers. The estimate of costs for the purchase of the blue light emergency phone towers is \$129,177.59.

The emergency phones are intended to be highly visible on campus and the locations have been coordinated with the recommendation of the college and Campus Safety. There are currently seven existing blue light emergency phone towers that were installed as part of the Central Plant Utility Infrastructure project. This project is to upgrade the remaining old emergency phones and add additional emergency phones all of which will communicate directly with Campus Safety, and will provide a total of 20 emergency blue phone locations across campus. The project has received Division of the State Architect (DSA) approval.

ANALYSIS:

Bid #1373 for the Emergency Blue Phone & Accessible Path of Travel project at Santa Ana College was advertised in the Orange County Register on April 21, 2019 and April 28, 2019. A Notice Inviting Formal Bids was sent to the trade journals and to 112 contractors from the District's qualified contractors list on April 19, 2019.

A mandatory job walk was conducted on April 30, 2019 and there were seven attendees. Bids were opened on May 14, 2019, as noted on the attached bid summary. The District received four bids for the project. Ramco General Engineering Contractor (Sylmar) submitted the lowest responsive bid in the amount of \$75,000. District staff has completed a due diligence review of contract documents to ensure compliance with license and bid bond requirements. After review of the bid received, the District recommends approval of award of Bid #1373 to Ramco General Engineering Contractor.

The anticipated start date is August 12, 2019. The estimated construction duration is 30 calendar days.

This project is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees award Bid #1373 to Ramco General Engineering Contractor for Emergency Blue Phones & Accessible Path of Travel at Santa Ana College as presented.

Fiscal Impact:	\$75,000	Board Date: July 15, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	



Facility Planning, District Construction and Support Services
2323 North Broadway, Suite 112
Santa Ana, CA 92706-1640

BID SUMMARY

BID #1373

PROJECT: Emergency Blue Phones & ADA Path of Travel at Santa Ana College

TIME: 2:00 P.M.

DATE: May 14, 2019

BIDDERS

TOTAL BASE BID AMOUNT

Ramco General Engineering Contractor
P.O. Box 920878
Sylmar, CA 91392

\$75,000

Newbuild Construction and Restoration, Incorporated
625 West Katella Avenue, Suite 27
Orange, CA 92867

\$92,000

Speedy Fix, Incorporated
3605 West Macarthur Boulevard, Suite 713
Santa Ana, CA 92704

\$286,000

Leonida Builders, Incorporated
15821 Live Oak Springs Canyon
Santa Clarita, CA 91387

\$350,000

4 TOTAL BIDDERS

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

To:	Board of Trustees	Date: July 15, 2019
Re:	Award of Bid #1374 – Emergency Blue Phones & Accessible Path of Travel at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

This is an approval for the award of Bid #1374 for the Emergency Blue Phone & Accessible Path of Travel project at Santiago Canyon College. This project includes replacing fifteen existing yellow call boxes with blue light emergency phone towers and install seven new phone towers at different locations across campus. The bid is for the installation and labor services only as the purchase of the 22 new blue light emergency phone towers are under separate contract as approved by the Board of Trustees on September 10, 2018 to utilize the California Multiple Award Schedules (CMAS) contract for the procurement of the blue light emergency phone towers. The estimate of costs for the purchase of the blue light emergency phone towers is \$218,890.

The emergency phones are intended to be highly visible on campus and the locations have been coordinated with the recommendation of the college and Campus Safety. This project is to upgrade the remaining old emergency phones and add additional emergency phones all of which will communicate directly with Campus Safety, and will provide a total of 22 emergency blue phone locations across campus. The project has received Division of the State Architect (DSA) approval.

ANALYSIS:

Bid #1374 for the Emergency Blue Phone & Accessible Path of Travel project at Santiago Canyon College was advertised in the Orange County Register on April 28, 2019 and May 5, 2019. A Notice Inviting Formal Bids was sent to the trade journals and to 113 contractors from the District's qualified contractors list on April 26, 2019.

A mandatory job walk was conducted on May 7, 2019 and there were six attendees. Bids were opened on May 21, 2019, as noted on the attached bid summary. The District received three bids for the project. Ramco General Engineering Contractor (Sylmar) submitted the lowest responsive bid in the amount of \$162,000. District staff has completed a due diligence review of contract documents to ensure compliance with license and bid bond requirements. After review of the bid received, the District recommends approval of award of Bid #1374 to Ramco General Engineering Contractor.

The anticipated start date is July 22, 2019. The estimated construction duration is 40 calendar days.

This project is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees award Bid #1374 to Ramco General Engineering Contractor for Emergency Blue Phones & Accessible Path of Travel at Santiago Canyon College as presented.

Fiscal Impact:	\$162,000	Board Date: July 15, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	



Facility Planning, District Construction and Support Services
2323 North Broadway, Suite 112
Santa Ana, CA 92706-1640

BID SUMMARY

BID #1374

PROJECT: Emergency Blue Phones & ADA Path of Travel at Santiago Canyon College

TIME: 2:00 P.M.

DATE: May 21, 2019

BIDDERS

TOTAL BASE BID AMOUNT

Ramco General Engineering Contractor
P.O. Box 920878
Sylmar, CA 91392

\$162,000

Speedy Fix, Incorporated
3605 West Macarthur Boulevard, Suite 713
Santa Ana, CA 92704

\$198,000

R Dependable Const, Incorporated
1019 West 3rd Street, Suite B
San Bernardino, CA 92410

\$209,367

3 TOTAL BIDDERS

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: July 15, 2019
Re:	Approval of Agreement with H.B.I. Inspections – Project Inspector Services for Emergency Blue Phone & Accessible Path of Travel projects at Santa Ana College and Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for Division of State Architect (DSA) project inspector services for the Emergency Blue Phone & Accessible Path of Travel projects at Santa Ana College and Santiago Canyon College. In accordance with the DSA requirements, the Emergency Blue Phone & Accessible Path of Travel projects are required to be overseen by a DSA certified Class 3 project inspector to ensure the project is constructed in accordance with the DSA approved plans and specifications. This project includes replacing all existing yellow call boxes with blue light emergency phone towers and installs new phone towers at different locations across both campuses Santa Ana College and Santiago Canyon College. The emergency phones are intended to be highly visible on campus and the locations have been coordinated with the recommendation of the college and Campus Safety. There are currently seven existing blue light emergency phone towers that were installed as part of the Central Plant Utility Infrastructure project at Santa Ana College. This project is to upgrade the remaining old emergency phones and add additional emergency phones all of which will communicate directly with Campus Safety for a total of 20 emergency blue phone locations across Santa Ana College and 22 for Santiago Canyon College. The project has received Division of the State Architect (DSA) approval. The project inspector shall provide all on-site inspections for the projects, in compliance with the Contract Documents and Code requirements. DSA inspection services are required under California Education Code Sections 17309, 17311, 81141, 81143 and Sections 4-333 and 4-342 of Title 24 of the California Code of Regulations.

ANALYSIS:

A Request for Proposal (RFP) #1819-250 for DSA project inspector services was solicited to seven prequalified firms on May 23, 2019 with a due date of June 7, 2019. The District received three responses from H.B.I. Inspections (Chino Hills), Martin Brothers Construction Services (Costa Mesa) and Vital Inspections Services, Inc. (Anaheim). A screening panel convened on June 10, 2019 to review the proposals and interviewed all three firms. The panel recommends H.B.I. Inspections by consensus after a thorough review based upon the culmination of their RFP response, experience, team members, reference checks, and approach to the project, hourly rate and interview performance. The selection was also based on consideration of the construction schedule, familiarity with the scope of work, and type of inspection needed for the project. It is

recommended that the District enter into an agreement with H.B.I. Inspections for DSA inspector services for a Class 1 and Class 3 inspector for the projects.

The services covered by this agreement shall commence July 16, 2019 and end December 31, 2019. The contract is an hourly not to exceed fee of \$22,280 based off a Class 3 inspector rate of \$75 an hour and a Class 1 inspector rate of \$83 an hour. The contract hourly rate shall remain the same through the duration of the contract term. The District has reviewed the fee and finds it reasonable, within industry standards and similar to other prequalified inspection firms.

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with H.B.I. Inspections – Project Inspector Services for Emergency Blue Phone & Accessible Path of Travel projects at Santa Ana College and Santiago Canyon College as presented.

Fiscal Impact:	\$22,280	Board Date: July 15, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

Board Agreement Summary

Board Date: 7/15/19

Project: Emergency Blue Phone & Accessible Path of Travel

Site: **Santa Ana College & Santiago Canyon College**

Consultants: H.B.I. Inspections

Type of Service: Project Inspector Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$22,280.00		7/16/2019		12/31/2019
Total Agreement Amount	\$22,280.00				

AGREEMENT NO 0351.00/ DESCRIPTION:

This agreement #0351.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$22,280.00**

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

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

To:	Board of Trustees	Date: July 15, 2019
Re:	Approval of Amendment to Agreement with Steinberg Hart - Architectural Services for District Capital Outlay Projects for Santa Ana College and Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

This is an amendment to extend time and increase the contract amount to continue with on-going architectural planning services associated with the development of the District’s annual Five-Year Capital Construction Plan as required by the State Chancellor’s Office per Education Code 81820-81823. On December 7, 2015, the Board of Trustees approved an agreement with Steinberg Hart for architectural services for the planning and development of District capital outlay projects for Santa Ana College and Santiago Canyon College to assist in working with the colleges to prepare applications for state funded projects associated with the District’s Five-Year Capital Construction Plan and in alignment with the colleges’ facility master plans. The District desires to continue these services in the new fiscal year in order to continue working with the colleges and District on the development of existing or new projects; to review and identify any updates that may be needed to the state project applications; to review and identify any updates that may be needed to the colleges’ facility master plans. To see original agreement, please [click here](#).

ANALYSIS:

The services covered by this agreement commenced on December 8, 2015 and the new end date has been extended to December 31, 2020 and includes the District’s option to renew one additional year if needed. The amendment to this agreement increases the contract by a not to exceed annual amount of \$100,000. The total contract amount has increased from \$203,002.50 to \$303,002.50. The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is funded by Capital Outlay funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment to agreement with Steinberg Hart - Architectural Services for District Capital Outlay Projects for Santa Ana College and Santiago Canyon College as presented.

Fiscal Impact:	\$100,000 (optional annual renewal)	Board Date: July 15, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

Board Agreement Summary

Board Date: 7/15/19

Project: District Capital Outlay Projects

Site: **Santa Ana College &
Santiago Canyon College**

Consultants: **Steinberg Hart**

Type of Service: Architectural Services

Agreement Summary	Amount	Reimbursables	Duration	
			Start	End
Original Contract Amount	\$181,000.00		12/8/2015	12/31/2017
Amendment #1	\$22,002.50		12/8/2015	12/31/2018
Amendment #2	\$100,000.00			12/31/2020
Total Agreement Amount	\$303,002.50			

AGREEMENT NO 0171.00/ DESCRIPTION:

Amendment #2 for additional architectural services and extension of time.

The agreement #0171.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount: **\$100,000.00**

Contract End Date: **12/31/2020**

SECOND AMENDMENT TO CONSULTANT SERVICES AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **16TH** day of **JULY** in the year **2019**, between **STEINBERG HART** hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend that certain AGREEMENT No. 0171.00 entered into on December 7, 2015 and amended on January 22, 2018 for the DEVELOPMENT OF DISTRICT CAPITAL OUTLAY PROPOSALS for the District. Please amend the AGREEMENT to include the following:
 - 1. By clarifying the scope and contract terms per the attached Exhibit A;
 - 2. By revising the hourly rates per the attached Exhibit B;
 - 3. By increasing the AGREEMENT amount by **ONE HUNDRED THOUSAND DOLLARS (\$100,000)** from **TWO HUNDRED THREE THOUSAND TWO DOLLARS AND 50/100 (\$203,002.50)**, for a total AGREEMENT amount of **THREE HUNDRED THREE THOUSAND TWO DOLLARS AND 50/100 (\$303,002.50)**; and
 - 4. By extending the contract completion date from December 31, 2018 to December 31, 2020.
- B. Except as amended herein, the terms and conditions of AGREEMENT No. 00171.00, effective December 8, 2015, shall remain in full force and effect.

STEINBERG HART

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY

By _____

By _____

Print Name _____

Peter J. Hardash

Title _____

Vice Chancellor, Business Operations and Fiscal Services

Date _____

Date _____

COPIES TO:

GENERATING OFFICE
Rancho Santiago Community College District
2323 N. Broadway, Suite 112
Santa Ana, CA 92706
Carri Matsumoto, Assistant Vice Chancellor
Facility Planning, District Construction and Support Services

PURCHASING DEPARTMENT
Rancho Santiago Community College District
2323 N. Broadway, Suite 109
Santa Ana, CA 92706
Linda Melendez, Director of Purchasing Services

EXHIBIT “A”

A. Scope of Services:

CONSULTANT will provide additional capital planning and programming consultant services to the DISTRICT on an as-needed basis (“On-Call”) for projects with scopes of work and schedules yet to be determined. Projects may include, but are not limited to:

1. Preparation and submittal of Initial Project Proposals (IPP)
2. Preparation and submittal of Final Project Proposals (FPP)
3. Preparation and submittal of updated Five Year Construction Plan
4. Updates to the District-wide facilities master plan
5. Meetings with the District and colleges in preparation for required planning activities
6. Space utilization studies

CONSULTANT shall not proceed with any services without prior DISTRICT approval. When requested by the DISTRICT, CONSULTANT will submit a work-order proposal detailing tasks and estimated hours to complete tasks and shall retain DISTRICT approval prior to proceeding.

B. Contract Term and Options:

The District shall have the ability to renew the AGREEMENT on an annual basis for up to one (1) additional year at a not-to-exceed amount of \$100,000 per year. The contract duration began on December 7, 2015 and may be through December 31, 2021, if the District elects to renew the AGREEMENT for an additional year based on needs. The District shall review on an annual basis whether the services are needed to continue in the next year and shall confirm in writing whether the contract term is being renewed.

Year	Duration	Hourly, Not-to- Exceed Fee	Notes
Year 1, 2, 3	12/7/2015 – 12/31/2018	\$203,002.50	
Year 4	07/16/2019 – 12/31/2020	\$100,000	
Year 5	12/31/2020 – 12/31/2021	\$100,000	<i>Optional to renew</i>
TOTAL NOT-TO-EXCEED		\$403,002.50	

The contract amount is within the target budget on an annual basis, is competitive and within industry Standards. The District shall have the authority to reallocate any unused funds from the current year to the next year if the AGREEMENT is extended or renewed.

EXHIBIT “B”

HOURLY RATES

The rates set forth in this EXHIBIT “B” shall be valid and not increased during the life of this AGREEMENT.

STEINBERG HART’s Hourly Rates

Position	Name of Personnel	Hourly Rate
Principal In Charge	Rob Barthelman	\$290
Design Director / Technical Director		\$225
Senior Project Manager	Suniya Malhotra	\$225
Senior Project Architect		\$220
Project Manager / Senior Designer		\$215
Project Architect		\$195
Senior Job Captain		\$185
Job Captain		\$160
Intermediate Designer		\$145
Designer		\$125
Administrative		\$110
Intern		\$75

DABBLEFOX’s Hourly Rates

Position	Name of Personnel	Hourly Rate
All positions		\$150

Any overtime, weekend, or holiday work must be pre-approved and authorized by the DISTRICT in advance prior to commencement of such work and must be provided in writing.

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

To:	Board of Trustees	Date: July 15, 2019
Re:	Approval of Agreement with Alta Environmental – Hazardous Material Construction Monitoring Services for the Orange Education Center Demolition at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for hazardous material construction monitoring services for the Orange Education Center demolition project at Santiago Canyon College located at 1465 North Batavia Street, Orange, CA 92867. On March 11, 2019, the Board of Trustees approved the demolition of the existing Orange Education Center building for further remediation activities on the site in compliance with Orange County Health Care Agency cleanup requirements.

As part of the District's due diligence process, a hazardous material survey was completed during the planning phase of the project to identify any hazardous materials with asbestos and lead. The District is in need of professional services to monitor the safe removal of asbestos and/or lead-containing materials during the demolition phase of the project. The current proposed project includes the abatement of asbestos and lead-containing materials as part of the demolition of the 85,000 square foot building structure. The District is required to ensure compliance with proper oversight, handling, management, monitoring, and reporting of hazardous materials abatement work according to all applicable laws and regulations, including the California Code of Regulations (CCR), the Division of Occupational Safety and Health of California (CalOSHA) and the Air Quality Management District (AQMD). Alta Environmental has extensive experience with hazardous materials surveys, development of abatement specifications, and ensuring compliance with applicable laws and regulations for the monitoring of abatement work at educational facilities during construction.

ANALYSIS:

A Request for Proposal (RFP) #1819-249 for hazardous material construction monitoring services for the Orange Education Center demolition project of Santiago Canyon College located on North Batavia Street in the City of Orange was solicited to five prequalified firms on April 26, 2019 with a due date of May 20, 2019. The District received three proposals from Alta Environmental (Long Beach); Converse Consultants (Costa Mesa); and Ninyo & Moore Geotechnical & Environmental Sciences Consultants (Irvine). A selection panel reviewed the proposals on May 21, 2019. The panel reviewed the timeliness and completeness of responses; technical qualifications and competence; record of past performance; approach to work; and ability to meet the anticipated schedule. After a thorough review, the panel recommends Alta Environmental by consensus based upon the culmination of their RFP response and

responsiveness, qualifications, experience, team members, reference checks, approach to the project, fee, schedule, knowledge, experience, and ability to meet the anticipated schedule.

The services covered by this agreement shall commence July 16, 2019 and end June 30, 2020. The agreement is an hourly not to exceed fee of \$38,690. The contract hourly rate shall remain the same through the duration of the contract term. The District has reviewed the fee and finds it reasonable, within industry standards and similar to other prequalified hazardous material construction monitoring firms.

This project is funded by Capital Outlay funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Alta Environmental – Hazardous Material Construction Monitoring Services for the Orange Education Center Demolition at Santiago Canyon College as presented.

Fiscal Impact:	\$38,690	Board Date: July 15, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

Board Agreement Summary

Board Date: 7/15/19

Project: Orange Education Center Demolition

Site: **Santiago Canyon College**

Consultants: **Alta Environmental**

Type of Service: Hazardous Material Construction Monitoring Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$38,690.00		7/16/2019		6/30/2020
Total Agreement Amount	\$38,690.00				

AGREEMENT NO 0352.00/ DESCRIPTION:

This agreement #0352.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$38,690.00**

Contract End Date: **6/30/2020**

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

To:	Board of Trustees	Date: July 15, 2019
Re:	Approval of Amendment to Agreement with HPI Architecture - Architectural Services for the Orange Education Center at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

This is an amendment to an existing agreement to extend time only. There are no additional costs for this amendment. On December 8, 2014, the Board of Trustees approved an agreement with HPI Architecture for the Orange Education Center (OEC) project at Santiago Canyon College located at 1465 North Batavia Street, Orange, CA 92867. To see original agreement, please [click here](#). On March 11, 2019, the Board of Trustees approved the demolition of the existing Orange Education Center building for further remediation activities on the site in compliance with Orange County Health Care Agency cleanup requirements and to consider further design development options for the center. This agreement extension will allow the architect to provide construction administration services during the demolition phase in order to respond to contractor questions, review contractor submittals and issue any architectural clarifications required during demolition activities.

ANALYSIS:

The services covered by this agreement commenced on December 9, 2014 and the new end date has been extended to December 31, 2020. There are no additional costs for this amendment. The agreement remains based on a not to exceed fee of \$2,216,650.

This agreement is funded by Capital Outlay funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment to the agreement with HPI Architecture - Architectural Services for the Orange Education Center at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: July 15, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

Board Agreement Summary

Board Date: 7/15/19

Project: Orange Education Center

Site: **Santiago Canyon College**

Consultants: **HPI Architecture**

Type of Service: Architectural Services

Agreement Summary	Amount	Reimbursables	Start	Duration	
				End	
Original Contract Amount	\$1,698,200.00	\$25,000.00	12/9/2014		5/31/2018
Amendment #1	\$493,450.00				7/31/2019
Amendment #2					12/31/2020
Total Agreement Amount	\$2,216,650.00				

AGREEMENT NO 0093.00/ DESCRIPTION:

Amendment #2 for an extension of time only.

This agreement #0093.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount:

N/A

Contract End Date:

12/31/2020

SECOND AMENDMENT TO ARCHITECTURAL SERVICES AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **16th** day of **JULY** in the year **2019**, between **HPI ARCHITECTURE**, hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend that certain AGREEMENT No. 0093.00 entered into on December 9, 2014 and amended on December 7, 2015 to provide Architectural Services for the Orange Education Center project. Please amend the AGREEMENT to include the following:
 - 1. By extending the contract completion date from July 31, 2019 to be through December 31, 2020.
- B. Except as amended herein, the terms and conditions of AGREEMENT No. 0093.00, effective December 9, 2014, shall remain in full force and effect.

HPI ARCHITECTURE

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY

By _____

By _____

Print Name _____

Peter J. Hardash

Title _____

Vice Chancellor, Business Operations and Fiscal Services

Date _____

Date _____

COPIES TO:

GENERATING OFFICE
Rancho Santiago Community College District
2323 N. Broadway, Suite 112
Santa Ana, CA 92706
Carri Matsumoto, Assistant Vice Chancellor
Facility Planning, District Construction and Support Services

PURCHASING DEPARTMENT
Rancho Santiago Community College District
2323 N. Broadway, Suite 109
Santa Ana, CA 92706
Linda Melendez, Director of Purchasing Services

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

To:	Board of Trustees	Date: July 15, 2019
Re:	Approval of Change Order #1 - R Dependable Const, Inc. for Bid #1361 – Barrier Removal Drinking Fountain Repairs and Replacement at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On February 25, 2019, the Board of Trustees ratified a contract with R Dependable Const, Inc. for the barrier removal drinking fountain repairs and replacement project at Santiago Canyon College. This project is part of the Blaser Settlement and the District's barrier removal and Americans with Disabilities Act (ADA) improvement plans. Drinking fountains in locations across campus (Buildings D, E, H, Library, gymnasium, and sports facilities) were either repaired, reinstalled to meet current accessibility requirements, and/or replaced with new accessible drinking fountains. Approximately 14 drinking fountains were replaced, and five were relocated to comply with ADA Codes.

ANALYSIS:

Change Order #1 decreases the contract amount by \$15,000, which is a credit back to the District for an unused allowance related to unforeseen work. The District allowance was for unforeseen repairs related to demolition, finishes, electrical, plumbing, and accessories to repair or install existing and new drinking fountains. The contract amount has been decreased from \$89,000 to \$74,000. Pursuant to Board Policy and Administrative Regulation 6600, it is recommended that the Board of Trustees approve the change order.

If Change Order #1 is approved, a Notice of Completion is on the same agenda for approval to close out the contract.

This project was funded by State Scheduled Maintenance Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #1 - R Dependable Const, Inc. for Bid #1361 – Barrier Removal Drinking Fountain Repairs and Replacement at Santiago Canyon College as presented.

Fiscal Impact:	\$15,000 Credit	Board Date: July 15, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	



Board Date: July 15, 2019
 Project/Bid No. 2731.1
 Site: Santiago Canyon College
 Change Order (CO) No. : 1

Project Name: Barrier Removal Drinking Fountain Repairs and Replacement
 Contractor: R Dependable Const, Inc.
 Contract No.: 19-P0055868

Contract Schedule Summary					
Notice to Proceed Date	Original Contract Duration (Days)	Original Contract Completion Date	Previous Extension Days Approved	Proposed CO Days Requested	New Revised Completion Date
3/11/2019	120 Days	7/9/2019	0	0	7/9/2019

Change Order Summary			
Description	Number	Amount	% of Contract
Original Contract Amount		\$89,000.00	
Previous Change Orders	0	\$0.00	0.0%
This Change Order	0	(\$15,000.00)	-16.85%
Total Change Order (s)		(\$15,000.00)	-16.85%
Revised Contract Amount		\$74,000.00	

Items in Change Order						
Item No.	Description	Reason	Ext. Day	Credit	Add	Net
1	Deductive change order for unused District allowance. The change order will result in a credit to the contract amount. District Allowance was for unforeseen repairs related to demolition, finishes, electrical, plumbing, and accessories to repair or install existing and new drinking fountains.	5	0	(\$15,000.00)	\$0.00	(\$15,000.00)
Subtotal				(\$15,000.00)	\$0.00	(\$15,000.00)
Grand Total						(\$15,000.00)

- 1 - CODE REQUIREMENT
- 2 - FIELD CONDITION
- 3 - INSPECTION REQUIREMENT
- 4 - DESIGN REQUIREMENT
- 5 - OWNER REQUIREMENT

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

To:	Board of Trustees	Date: July 15, 2019
Re:	Accept the Completion of Bid #1361 – Barrier Removal Drinking Fountain Repairs and Replacement at Santiago Canyon College and Approve Recording a Notice of Completion	
Action:	Request for Acceptance and Approval	

BACKGROUND:

On February 25, 2019, the Board of Trustees ratified a contract with R Dependable Const, Inc. for Bid #1361 for the barrier removal drinking fountain repairs and replacement project at Santiago Canyon College. The project was completed on May 30, 2019.

ANALYSIS:

The District, upon approval by the Board of Trustees may record a Notice of Completion with the office of the Orange County Clerk-Recorder, as outlined under California Civil Code §9204. Total cost of the project was \$74,000.

This project was funded by State Scheduled Maintenance Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees accept the project as complete and approve the filing of a Notice of Completion with the County as presented.

Fiscal Impact:	N/A	Board Date: July 15, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

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

AND WHEN RECORDED MAIL TO:

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

THIS SPACE FOR RECORDER'S USE ONLY

NO FEES CHARGED PER GOVERNMENT CODE §27383

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2323 N. Broadway
Santa Ana, CA 92706-1640

NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §9204 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santiago Canyon College, located 8045 East Chapman Avenue, Orange, caused improvements to be made to the property to with: Bid #1361 for Barrier Removal Drinking Fountain Repairs and Replacement at Santiago Canyon College, the contract for the doing of which was heretofore entered into on the 6th day of February, 2019, which contract was made with R Dependable Const, Inc., PO 19-P0055868 as contractor; that said improvements were completed on the 30th day of May, 2019 and accepted by formal action of the governing Board of said District on the 15th day of July, 2019; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Allegheny Casualty Company.

I, the undersigned, say: I am the Vice Chancellor- Business/Fiscal Services of the Rancho Santiago Community College District the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2019 at Santa Ana, California.

Rancho Santiago Community College District of Orange County, California

by _____
Peter J. Hardash, Vice Chancellor
Rancho Santiago Community College District

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this _____ day of _____ 20_____, by _____, proved to me on this basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

To:	Board of Trustees	Date: July 15, 2019
Re:	Award of Bid #1375 – Orange Education Center Demolition at 1465 North Batavia Street, Orange, CA 92867	
Action:	Request for Approval	

BACKGROUND:

This is an approval for the award of Bid #1375 for the Orange Education Center demolition project at Santiago Canyon College located at 1465 North Batavia Street, Orange, CA 92867. On March 11, 2019, the Board of Trustees approved the demolition of the existing Orange Education Center building to allow for further environmental remediation activities on the site in compliance with Orange County Health Care Agency (OCHCA) cleanup requirements.

The current proposed project includes the abatement of asbestos and lead-containing materials, the demolition of the 85,000 square foot building structure, and removal of underground tanks and pits associated with former historical industrial uses at the property. It is anticipated that the demolition activities could begin as early as mid-August 2019 and last through January 2020. Concurrent with demolition activities, the District is preparing a remediation Work Plan to be submitted to the OCHCA for review and approval. Once the Work Plan is approved, the District intends to move forward with further subsurface environmental remediation activities to remove contaminated soil vapors residing underneath the building in accordance with environmental regulatory agency requirements.

ANALYSIS:

Bid #1375 for the Orange Education Center demolition project at 1465 North Batavia Street, Orange, CA 92867 was advertised in the Orange County Register on May 5, 2019 and May 12, 2019. A Notice Inviting Formal Bids was sent to the trade journals and to 136 contractors from the District's qualified contractors list on May 7, 2019.

A mandatory job walk was conducted on May 14, 2019 and there were 17 attendees. Bids were opened on June 12, 2019, as noted on the attached bid summary. The District received eight bids for the project. AMPCO Contracting, Inc. (Anaheim) submitted the lowest responsive bid in the amount of \$697,300. A bid protest was received from Resource Environmental, Incorporated. The letter of protest was reviewed by legal counsel, Kimble Cook of Orbach, Huff, Suarez and Henderson and also sent to AMPCO Contracting, Inc. for a response.

Upon review of all information including a response from AMPCO, and in further consultation with legal counsel, the District is of the opinion that the items under protest are minor waivable

irregularities as recognized by applicable law, as these items did not provide a competitive advantage over other bidders.

District staff has completed a due diligence review of contract documents to ensure compliance with license and bonding requirements. After review of the bid received, the District recommends approval of award of Bid #1375 to AMPCO Contracting, Inc.

The anticipated start date is August 5, 2019. The estimated construction duration is 150 calendar days.

This project is funded by Capital Outlay funds.

RECOMMENDATION:

It is recommended that the Board of Trustees award Bid #1375 to AMPCO Contracting, Inc. for Orange Education Center Demolition at 1465 North Batavia Street, Orange, CA 92867 as presented.

Fiscal Impact:	\$697,300	Board Date: July 15, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	



Facility Planning, District Construction and Support Services
2323 North Broadway, Suite 112
Santa Ana, CA 92706-1640

BID SUMMARY

BID #1375

PROJECT: Orange Education Center (OEC) Demolition at 1465 Batavia Street

TIME: 2:00 P.M.

DATE: June 12, 2019

BIDDERS

TOTAL BASE BID AMOUNT

AMPCO Contracting, Incorporated
1420 South Allec Street
Anaheim, CA 92805

\$697,300

Resource Environmental, Incorporated
6634 Schilling Avenue
Long Beach, CA 90805

\$970,000

Integrated Demolition and Remediation, Incorporated
4938 East La Palma Avenue
Anaheim, CA 92807

\$1,027,800

Interior Demolition, Incorporated
2624 Honolulu Avenue
Montrose, CA 91020

\$1,088,168

Silverado Contractors, Incorporated
13804 Oaks Avenue
Chino, CA 91710

\$1,103,000

Danny Ryan Precision Contracting, Incorporated dba Precision Contracting, Incorporated
1818 North Orangethorpe Park
Anaheim, CA 92801

\$1,248,480

T3 Contractors Corporation
9960 Indiana Avenue Suite 7
Riverside, CA 92503

\$1,468,000

R T Contractor Corporation
12864 East Dale Street
Garden Grove, CA 92841

\$2,178,000

8 TOTAL BIDDERS

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

To:	Board of Trustees	Date: July 15, 2019
Re:	Approval of Agreement with Ellucian, Inc. for Professional Services	
Action:	Request for Approval	

BACKGROUND

The Information Technology Services (ITS) Department has been working with Ellucian, Inc., the vendor who oversees our Colleague ERP (Enterprise Resource Planning) and Student Information System (SIS), to identify opportunities to improve system stability and establish best operational practices to enhance system experience and performance in the Ellucian cloud environment.

ANALYSIS

In May of 2019, ITS and Ellucian, Inc. conducted a two-day onsite assessment on the current system setup to identify performance gaps and processes that could contribute to system instability. As a result of the assessment, Ellucian, Inc. provided recommendations to update the District's reporting solution, conduct maintenance and cleanup processes to improve system performance, eliminate a number of large customized processes that could be executed with new system functionality and establish best operational practices. A professional services engagement is required in order to implement these recommendations.

The District would like to enter into an agreement with Ellucian, Inc. for professional services to improve system stability and performance in the Ellucian cloud environment. The service engagement has a one-time fee of \$183,640.

This project will be funded by the ITS operational budget.

RECOMMENDATION

It is recommended that the Board of Trustees approve the agreement with Ellucian, Inc. for professional services as presented.

Fiscal Impact:	\$183,640	Board Date: July 15, 2019
Prepared by:	Jesse Gonzalez, Assistant Vice Chancellor of Information Technology Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
("Client")**

As of the latest signing date below, **ELLUCIAN COMPANY L.P.** and Client agree that the most recent underlying agreement between the parties related to licensing software, providing professional services and/or providing software support services or maintenance ("Agreement"), as applicable, will apply to the attached Order Form(s), each of which will constitute a separate and independent contract between the parties to the Order Form. "Ellucian" means, in each instance, the Ellucian entity that enters into an Order Form with Client. **By the execution below, each party represents and warrants that it is bound by the signature of its respective signatory for each of the attached non-cancelable Order Form(s). Except as amended by the Order Form(s), the terms of the Agreement remain unchanged and in full force and effect; any fees due under the Order Form(s) are in addition to and not in lieu of fees already due or scheduled to come due under the Agreement. Client has not relied on the availability of either any future version of any software or any future software product or service.**

The pricing contained in the attached Order Form(s) is valid only if the Execution Date occurs on or before July 26, 2019.

Ellucian		Client	
By:	_____	By:	_____
	<i>Authorized Signature</i>		<i>Authorized Signature</i>
Name:	_____	Name:	_____
	<i>Printed</i>		<i>Printed</i>
Title:	_____	Title:	_____
Date:	_____	Date:	_____

**The later date of signature above is the "Execution Date" for each of the attached Order Forms.
Client's Billing Contact Information appears below.**

Client
Billing Contact Information

Name: _____

Address: _____

City, State, Zip: _____



PROFESSIONAL SERVICES ORDER FORM

ELLUCIAN COMPANY L.P.

Client Information

Client Name: **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Agreement The terms and conditions stated in the most recent underlying agreement between the parties for provision of Professional Services will apply to this Professional Services Order Form (“Order Form”).

Ellucian agrees to provide to Client the Professional Services identified in the table(s) below for the fees set forth in the table(s) and on the terms and conditions set forth in the Agreement as modified by this Order Form. In performing the Professional Services under this Order Form, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide. Ellucian will provide Client with the time and materials services identified in the Time and Materials Services Table below, during the period specified in that Table; for the avoidance of doubt, these are not “fixed fee” or “not to exceed” services, but rather time and materials services for which Client will pay Ellucian for Professional Services rendered at the hourly rate provided for in the Time and Materials Services Table.

TIME AND MATERIALS SERVICES TABLE:

Description ¹	Estimated Hours	Hourly Rate ^{2,3}	Fee ⁴
Accounts Receivable Consulting	70	\$250	\$17,500
Student Consulting	32	\$250	\$8,000
Self Service for Student Consulting	24	\$250	\$6,000
Finance Consulting	8	\$250	\$2,000
Ethos Integration Essentials	50	\$250	\$12,500
Ethos Integration Architecture and Design Workshop	48	\$250	\$12,000
Technical Consulting	8	\$250	\$2,000
Report Development Consulting	36	\$250	\$9,000
Data Governance Service	72	\$250	\$18,000
Project Management Half-Time	384	\$250	\$96,000
Colleague Administration: Saved List Fundamentals Training	8	\$80	\$640
TOTAL TIME AND MATERIALS SERVICES FEE:			\$183,640

Notes to Time and Materials Services Table:

- ¹ For a more detailed description of these services, see the Statement of Work attached as Attachment A.
- ² Hourly rates specified in this table will be held in place for services rendered on this implementation project for a period beginning on the Execution Date and ending eighteen (18) months later. Requests for any additional services beyond the eighteen (18) month period will need to be negotiated under separate order form and signed by both parties.
- ³ Client is advised that, without limitation, Ellucian personnel rendering services bill for preparation time and follow-up time.
- ⁴ Where a number of hours is specified in the table with an associated hourly rate, the “Fee” is a good faith estimate based on the information available to Ellucian at the time of execution of this Agreement. The total amount that Client will pay for these services (i.e., the TOTAL TIME AND MATERIALS SERVICES FEE) will vary based on the actual number of hours of services required to complete the services and the rate that is applicable during that year in which the services are rendered.

Payment Terms – Time and Materials Services: Ellucian will invoice Client monthly for all time and materials services on an as-incurred basis in arrears, and payments will be due within thirty (30) days from the date of invoice.

Payment Terms – Expenses and Other Charges: Travel expenses and living expenses are additional. Ellucian will invoice Client monthly for such reimbursable expenses and other applicable charges on an as-incurred basis in arrears, and payments will be due within thirty (30) days from the date of invoice.

Project Assumptions

As applicable, the following assumptions will apply to Professional Services provided under this Order Form:

- Client will assign a project leader who will lead the project based on the mutually agreed-upon plan, lead the teams at the Client’s site, and be the main point of contact for Ellucian throughout the implementation.
- Client will identify and provide access to the appropriate IT and application staff members to work with and assist Ellucian throughout the engagement. Client staff will have knowledge of their business area(s), provide relevant documentation, and complete preparation activities prior to all service engagements.
- Services will be provided remotely unless otherwise determined during project planning.
- Training provided by Ellucian follows a ‘train-the-trainer’ methodology for project teams, will be provided at a single site designated by Client for onsite training, and will limit all training and consulting sessions to no more than 12 participants per session unless otherwise stated in this Order Form.
- Client will commit to changing/modifying business processes to conform to Ellucian recommended practices and Ellucian common business process models. Client is responsible for managing staff expectations around Ellucian recommended practices for staff, faculty and students.
- Client will document processes, decisions and end user training materials unless otherwise indicated.
- Except as outlined in the Statement of Work, the development, modification, and/or completion of any rules, reports, integrations/interfaces, subroutines, and customizations is the responsibility of Client.
- Client will ensure that the software release on the Client system is up-to-date and all updates released by Ellucian have been loaded into the appropriate environments as required by the project. No major upgrades will be introduced into the environment during the course of the implementation except as agreed during project planning activities.
- Prior to the commencement of applicable services, Client will provide Ellucian access to applicable on-premise Ellucian Software, will have all necessary hardware onsite and operational, and have all required software installed, other than software to be installed by Ellucian.
- Client will provide Ellucian with access to appropriate software and functionality in compliance with Client’s security and access policies and provide Ellucian access to their servers via a Virtual Private Network (“VPN”) connection that is supplied by SecureLink. Client will notify Ellucian of any firewall/connection issues that could cause a delay in the delivery of the service.
- All Professional Services to be provided hereunder are based on the implementation of the Baseline version of the Ellucian Software available as of the Execution Date.
- Any tasks, deliverables or services which are not described in this Order Form are out of scope and will not be provided by Ellucian.
- Any changes or additions to the scope of the mutually agreed upon Professional Services will be managed through the Ellucian Project Manager and Client’s contact through a mutually agreed upon change order process.

Colleague Technical Consulting – Description of Services

Overview

Colleague Technical Consulting provides an initial discovery to review and agree upon the consulting topics. Consulting is provided on a time and materials basis. Ellucian will provide consultative support and system education as the Client moves towards the future state identified and agreed upon during the discovery.

High-level Tasks and Deliverables for Colleague Optimization Consulting

Engagement	High Level Tasks	Deliverables
Discovery and Planning	Ellucian will: <ul style="list-style-type: none"> • Provide a discovery engagement with the Client; • Review Client priorities and timing desired for new functionality; and • Propose a timeline for services. 	<ul style="list-style-type: none"> • Agenda • Timeline
Consulting	Ellucian will provide consultative support and follow-up based on the initial discovery. Topics are agreed upon after the discovery and may include: <ul style="list-style-type: none"> • Envision process handler • Review of PDEF and JDEF forms • Review of timeouts • Web api verbose logging 	

Service Assumptions for Colleague Technical Consulting

- Discovery has been completed within the last 6 months.
- Hours quoted include a minimum of 1 hour of prep and follow-up as determined by the consultant.
- Topics will be determined during the discovery with proposed timeline and services estimate.
- Engagement delivery, onsite or remote, will be planned by Ellucian and the Client.

Client Responsibilities for Colleague Technical Consulting

- Current refresh of the production database to a non-production environment.

Colleague Archiving Student Receivable Transactions

Overview

On-site consulting services will be engaged to archive 8-10 years of student receivable transaction records.

High-level Tasks and Deliverables for Colleague Archiving Student Receivable Transactions

Engagement	High Level Tasks	Deliverables
Planning Call	Ellucian will: <ul style="list-style-type: none"> • Conduct 1hr planning call to prepare on-site work scope and logistics 	<ul style="list-style-type: none"> • Service preparation document
AR Archive Prep Work	Ellucian will: <ul style="list-style-type: none"> • Work with the client to prepare saved list query to be used to create record batches for AR Types as agreed to in the planning call. • Use query to create AR Archiving Batches • Review production environment; conduct record preparation as deemed appropriate 	<ul style="list-style-type: none"> • 24 – 26 Transaction Record Batches

Engagement	High Level Tasks	Deliverables
AR Archiving Processing	Ellucian will: <ul style="list-style-type: none"> Run the AR Archiving Process in non-update mode on record batches Resolve exceptions on AR Archiving Exception Report Engage users on an ad hoc and as needed basis to discuss and receive authorization to resolve exceptions Document exceptions to be deferred for future archiving Document exceptions turned into Action Line for additional support Document exceptions not cleared Run all batches in update mode 	<ul style="list-style-type: none"> Archiving Summary Reports by Batch Archiving Exception Report by Batch
AR Archiving Documentation	Ellucian will: <ul style="list-style-type: none"> Summarize and finalize the results of all batch run Conduct results review meeting with key stakeholders 	<ul style="list-style-type: none"> Archiving AR Summary Workbook Post-Archiving client meeting
AR Archiving User Training	Ellucian will: <ul style="list-style-type: none"> Conduct user AR Archiving training Review impact to AR Reports and AR Inquiry forms 	

Service Assumptions for Colleague Archiving Student Receivable Transactions

- AR Archiving Prep Work and AR Archiving Processing will be delivered as 2, four-day on-site engagements
- Saved Lists are used with AR Archiving functionality
- IT staff can quickly grant access to forms and functionality (in the non-production environment) to complete the engagement
- Staff personnel can obtain recommended user documentation from the Ellucian Hub

Client Responsibilities for Colleague Archiving Student Receivable Transactions

- Provide consultant login/password to both Production & Test Environments
- Provide Network Space to store AR Archive Reports and other documentation
- Provide office or workspace close to both IT and Users (if possible)
- Staff personnel with access to query tools
- Staff personnel with authority to open action line case as needed

Out of Scope for Archiving Student Receivable Transactions

- Archive Sponsorship Receivable
- Creation of custom computed columns and or other custom programming needed for recommended solutions
- Integrations to 3rd party products or vendor sites
- Website updates related to policies and procedures

Ethos Integration Development Consulting Services - Description of Services

Overview

Ellucian will provide consulting for an Ellucian partner (“Client”) toward the goal of bi-directional integration with the Client’s product and Ethos Integration.

High-level Tasks and Deliverables for Ethos Integration Development Consulting Services

Engagement	High Level Tasks	Deliverables
Client Consulting Engagements	Ellucian will provide up to 4 two-hour consulting engagements on topics related to Client integrations with both an Ellucian functional and technical resource. Topics may consist of:	<ul style="list-style-type: none"> Follow-up communication

Engagement	High Level Tasks	Deliverables
	<ul style="list-style-type: none"> • Ethos Integration data models and their mapping to Client target data models; • Functional data mapping to Ethos Integration data models for specific transactions; For example, providing the list and order of Ethos Integration data models required to “create a student” or “Student Registration”; • Ellucian Ethos Platform, the Ellucian Ethos Data Model (“EEDM”), Ethos Integration architecture and Ethos Extensibility; • Ethos Integration security; • How to obtain reference information for the EEDM and Ethos Integration; and • Common error scenarios with Ethos Integration. 	
Client Integration Consulting	<p>Ellucian functional and technical resources will provide consulting to support the mutually agreed upon Client Ethos Integration consisting of:</p> <ul style="list-style-type: none"> • Preparation; • Research; • Communication with Client resources between engagements; and • 	<ul style="list-style-type: none"> • Follow-up communication • Documentation.
Client Integration Additional Research / Troubleshooting	<p>Ellucian functional and technical resources will provide consulting for additional research and troubleshooting.</p>	<ul style="list-style-type: none"> • Follow-up communication
Project Administration	<p>Ellucian will:</p> <ul style="list-style-type: none"> • Email or call Client to confirm order and scope; • Resource project to meet Client’s mutually agreed upon timeframe; and • Notify appropriate Ellucian resources of any escalation. 	<ul style="list-style-type: none"> • Order and Scope confirmation • Resource schedule •

Service Assumptions for Ethos Integration Development Consulting Services

- Prior to the start of this service, Ethos Integration is configured and functional. In addition, end-to-end, bidirectional communication has been established between the Client product(s) and Ethos Integration.
- Ellucian has the agreed upon access to the Ethos Integration components (Interface).
- This consulting is intended to cover topics specifically related to Ethos Integration data models and their inter-relationships as well as functional aspects of the use of Ethos Integration and attendant APIs.
- The consulting is intended for those who have working knowledge of integration programming and coding for API calls including token-based authentication.
- This consulting is intended to be delivered in 4 two-hour engagements scheduled on a regular, mutually agreed upon cadence. The remaining hours are to be used at Ellucian’s discretion to support the engagements.

Client Responsibilities for Ethos Integration Development Consulting Services

- Provide clear and thorough details of the given integration’s functional and technical requirements, for each support instance;
- Email designated Ellucian point of contact, 3 days prior to each engagement, with requested topic(s) and/or specific details of the Client project(s) that Client is requesting to cover. If no topics are requested with proper notice, the session will cover general information of Ethos Integration Data models; and
- Provide Client point of contact responsible for Ethos Integration component availability.

Out of Scope for Ethos Integration Development Consulting Services

Includes but is not limited to:

- The design, development, and testing of custom integrations.
- Ethos Platform issues must be resolved directly with Ellucian cloud team via the Ellucian Customer Center

Ethos Integration Architecture and Design Workshop Description of Services

High-level Tasks and Descriptions

Engagement	High Level Tasks	Deliverables
Planning	<ul style="list-style-type: none"> • Conduct project initiation meeting, workshop service preparation, and preparation for onsite workshop; • Verify necessary components for Ethos Integration are installed and functioning; and • Verify the Client team participating in the workshop will have access to their non-production environment. 	<ul style="list-style-type: none"> • Workshop Agenda • Service Preparation Document
Hands-on Workshop	<ul style="list-style-type: none"> • Understand the Ellucian Ethos Platform, the Ellucian Ethos Data Model (EEDM), and Ethos Integration architecture and Ethos Extensibility; • Understand Ethos Integration security; • Understand how to obtain reference information for the EEDM and Ethos Integration; • Verify the components necessary for Ethos Integration are installed and functioning properly; • Conduct hands-on tests with Postman to validate APIs are functional; • Troubleshoot common error scenarios with Ethos Integration; • Understand recommended practices for development with APIs; • Perform a GET, PUT and POST with a simple custom Java application using Eclipse, Ethos Integration, and two Ethos Data Models in the Client environment; and • Discuss integration needs that could potentially be Ethos Integration-enabled using baseline Ethos Data Models 	<ul style="list-style-type: none"> • Training material • Packaged demonstration code • Postman collection and environment

Service Assumptions for Ethos Integration Architecture and Design Workshop Service

- The workshop will only use baseline Ethos Data Models. A discussion around how custom data models can be leveraged will be a part of this workshop.
- The development of custom integrations for the Client is the responsibility of the Client technical staff. Ellucian can develop custom integrations for the Client via a separate work order.
- The workshop is expected to be an onsite working session on non-production ERP and Ethos Integration component instances.
- The Client team will have the required access to the Ethos Integration components.
- End-to-end, bidirectional communication between the ERP and Ethos Integration is setup, configured and fully functional. Ellucian can provide services to setup Ethos Integration and its associated components via a separate work order.
- The code components delivered as a part of this workshop are meant for instructional purposes only. They are not Production ready.
- The following Ethos Data Models will be used in the workshop:
 - Persons
 - Addresses
- Workshop participants should have a basic understanding of Java.

Client Responsibilities for Ethos Integration Architecture and Design Workshop Service

- Circulate Ellucian materials in advance of the service;
- Work with Ellucian to determine service expectations and timeline;
- Ensure required Ethos Integration components are installed, configured and ready for use;
- Ensure that the workshop participants have access to the non-production Ethos Integration tenant and the ERP instance and have the required software (as specified in the Service Preparation Document) installed on their computers; and
- Provide Client point of contact responsible for Ethos Integration component availability.

Data Governance Service Description of Services

Service Description

Engagement	High Level Tasks	Deliverables
Pre-Initiation Planning	During this time, the Ellucian will conduct 1 or more conference call(s) with the Client for agenda preparation, and will review requested information from the Client that describes the current state of data governance at the Client.	<ul style="list-style-type: none"> • Engagement Agenda • Engagement follow-up email
Information Gathering	<ul style="list-style-type: none"> • The Data Governance Service consists of 2 days of onsite interviews and focus group conversations with representatives of information technology, institutional research and a variety of other functional offices (e.g., financial services, registrar, financial aid, advancement, etc.). Senior leaders and managers at the Client will be involved in the onsite discussions to define the data governance needs and expectations of the college. • The purposes of these discussions are to identify current state issues and to gain an understanding of the Client’s current people, policies, processes, methodologies, and technological assets already available at the Client that may be leveraged in implementing a data governance policy. • This engagement is in preparation of the Client-specific component of the Data Governance Workshop. 	<ul style="list-style-type: none"> • Engagement Agenda
Data Governance Workshop	The Data Governance Workshop is intended to prepare the Client to initiate the efforts to deploy the data governance infrastructure to manage data ownership, data quality, data access and data security efforts on the campus.	<ul style="list-style-type: none"> • Engagement Agenda • Training materials
Creation of Deliverables	<p>Ellucian Management will produce and deliver a Data Governance: Report of Findings and Recommendations that contains the following 3 components:</p> <ul style="list-style-type: none"> • Data Governance: Executive Summary that highlights the observations and recommendations resulting from the onsite meetings. • Data Governance: Specific Findings and Recommendations that consisting of a description of the current state of data governance along with the recommendations of adjustments to be made (people, process, policies, tools technology) by the Client in the effort to implement strategies and policies to control data quality. • Data Governance: Roadmap that depicts the client’s Data Governance situation in the context of a capability maturity 	<ul style="list-style-type: none"> • Data Governance: Report of Findings and Recommendations

Engagement	High Level Tasks	Deliverables
	model that may be used by the client to guide the Data Governance strategy development to reach the desired future end state.	

Colleague® Student Self-Service Description of Services

Service Description

Engagement	High Level Tasks	Deliverables
Student Self-Service	<p>This engagement is designed to provide the Client with an understanding of the functionality and pages used for Colleague Self-Service forms. Ellucian will conduct a discovery call with the Client to determine the priority of replacing WebAdvisor with the the Self-Service equivalent. Client will select high priority areas for consulting for the agreed upon new Self-Service functionality.</p> <ul style="list-style-type: none"> • User Profiles and Emergency Contacts • Student profile • Transcript request • Transcript request summary • Enrollment verification request • Enrollment verification request summary • Class roster • Search for Sections • Address, email, phone - view and update • Emergency contact information - view and update • Faculty ability to submit textbook information • Guest search for curriculum • View grades (including midterms) • Final grading - faculty • Midterm grading – faculty • Administrative Access to Emergency Information • Administrative Access to Emergency Information • Chosen Name, Nickname, Preferred Pronoun, Gender Identity - view and update • Faculty prerequisite waivers • Faculty consent • Faculty student petitions • Faculty Add Authorization • Faculty can record attendance using contact hours • Proxy capability in the student area • Student view of Non-academic attendance • Proxy for Grades • Proxy for Restriction Notifications • Advisement by Office (not just by Advisor) • Administrative Access to Emergency Information • Chosen Name, Nickname, Preferred Pronoun, Gender Identity - view and update • Graduation <p>And will consist of the following:</p> <ul style="list-style-type: none"> • Preparing the environment; 	<ul style="list-style-type: none"> • Engagement Agenda

Engagement	High Level Tasks	Deliverables
	<ul style="list-style-type: none"> Review Self-Service form specific fields; and Review field configuration. 	

Service Assumptions for Colleague® Student Self-Service

- Colleague Self-Service is on the most current version prior to consulting services.
- Client is live on functionality that supports the Self-Service view, if applicable.
- Client has understanding of how to set up Self-Service security.
- Colleague WebAdvisor is 3.1.7 or above.

Client Responsibilities for Colleague® Student Self-Service

- Request and approve prerequisite installations or upgrades;

Colleague® Report Development Consulting - Description of Services

Overview

Ellucian will provide consulting, up to the contracted number of hours, toward the delivery of the report development activities to support the rework of the Client EMT custom report to run off of the Operational Data Store.

High-level Tasks and Deliverables for Colleague Report Development Consulting

Engagement	High Level Tasks	Deliverables
Report Development Consulting	<p>Ellucian will provide consulting, up to the contracted number of hours, toward the delivery of the report development activities described below:</p> <ul style="list-style-type: none"> • Design Consulting: Ellucian will provide mentoring support to the Client for the mutually agreed upon report. Ellucian will hold discussions around the recommended reporting approach and the data elements within the mutually agreed upon reports. 	

Service Assumptions for Colleague Report Development Consulting

- Client is responsible for describing the custom report requirements;
- Client is responsible for report modification and/or development beyond the scope described herein;
- Client and Ellucian have agreed upon report development tool, typically an Ellucian partner product, to use during the service; and
- Client so proficient with the agreed upon reporting tool.

Client Responsibilities for Colleague Report Development Consulting

- Recent refresh of production data to a non-production environment; and
- Recent refresh of the ODS data.

Out of Scope for Colleague Report Development Consulting

- Knowledge share on Colleague Reporting and Operating Analytics reporting

Colleague Curriculum Consulting – Description of Services

Overview

Colleague Curriculum Consulting provides an initial discovery to review and agree upon the consulting topics. Consulting is provided on a time and materials basis. Ellucian will provide consultative support and system education as the Client moves towards the future state identified and agreed upon during the discovery.

High-level Tasks and Deliverables for Colleague Optimization Consulting

Engagement	High Level Tasks	Deliverables
Discovery and Planning	Ellucian will: <ul style="list-style-type: none"> • Provide a discovery engagement with the Client to review current Client EMT custom functionality; • Review Client priorities and timing desired for moving EMT functionality to baseline Colleague; and • Propose a timeline for services for replacing Client EMT custom functionality. 	<ul style="list-style-type: none"> • Agenda • Timeline
Consulting	Ellucian will provide consultative support and follow-up based on the initial discovery. Topics are agreed upon after the discovery and may include: <ul style="list-style-type: none"> • Attendance Tracking • Review of Client EMT functionality; and • Assistance with moving EMT functionality into baseline Colleague; 	

Service Assumptions for Colleague Technical Consulting

- Discovery has been completed within the last 6 months.
- Hours quoted include a minimum of 1 hour of prep and follow-up as determined by the consultant.
- Topics will be determined during the discovery with proposed timeline and services estimate.
- Engagement delivery, onsite or remote, will be planned by Ellucian and the Client.

Client Responsibilities for Colleague Curriculum Consulting

- Current refresh of the production database to a non-production environment.

Colleague® Student Accounts 1098-T Statement Processing - Description of Services

Overview

Ellucian will work with the Client to configure and review 1098-T processing in the non-production environment.

High-level Tasks and Deliverables for Student Accounts 1098-T Statement Processing

Engagement	High Level Tasks	Deliverables
1098-T Training and Consulting	Ellucian will: <ul style="list-style-type: none"> • Train on 1098-T tuition statements processing; • Set up basic tuition statements processing; • Enable Person Proxy access to Tax Information form; and • Set up access to the CSS – 1098-T online form. 	<ul style="list-style-type: none"> • Configuration supporting 1098-T processing in a non-production environment

Service Assumptions for Accounts 1098-T Statement Processing

- Ensure the most current software updates for the annual software releases are in the non-production and production environments prior to the service;
- Ensure Ellucian access to a non-production environment that is a recent refresh of production for configuration and testing activities.
- Verified 1098-T statuses have been flagged during Student Accounts Receivable tuition processing; and

Client Responsibilities for Student Accounts 1098-T Statement Processing

- Understand current IRS regulatory filing requirements.

Out of Scope for Student Accounts 1098-T Statement Processing

Includes but is not limited to:

- Interpret IRS compliance regulations;
- Evaluate or update existing custom modifications (to the 1098-T base product functionality) for compliances with future regulatory changes;
- Clean up non-term balances; and
- Set up person proxy functionality.

Colleague Reporting: Saved List Fundamentals

Description

Saved Lists are used widely within the Colleague suite of applications. A saved list is a set of IDs or other values (typically pointers) meeting some defined selection criteria and saved to a file. The file is then available for use with a variety of Envision reports and processes. This course guides participants through the process of creating and using saved lists in Colleague. Hands-On activities allow participants to focus on the tables specific to their Colleague application area of interest (e.g., Accounts Receivable, Finance, Human Resources, Admissions, Academic Records, etc).

Topics

By taking this course, you will receive the following benefits:

- Understand how to create a saved list for pre-processed selection of records into a batch and report process
- Provides increased efficiency since the record/row selection has already taken place
- Filtering data from one file (saving either IDs or Pointers) allows the data to be used to report from another file
- Ensures consistency by using the same set of record IDs multiple times in different areas of Colleague

Audience

Anyone interested in executing Ellucian-delivered or custom Colleague ad-hoc reports and batch processes from within Colleague UI including staff, power users, institutional researchers, and IT.

Prerequisites and Prep

Completion of the *Colleague Reporting: Research Fundamentals* Course.

Delivery Mode

Remote

Virtual Training Lab:

During this class you will perform hands-on activities in a lab environment hosted by Ellucian.

Duration

4 hours

Participants

(2)

Project Management – Description of Services

Overview

Ellucian will provide Project Management services to Client using the Ellucian Edge PM Methodology.

High-level Tasks and Deliverables for Project Management

Engagement	High Level Tasks	Deliverables
Initiation	<p>Ellucian will:</p> <ul style="list-style-type: none"> Set up a My Projects site; Introduce Project Leadership team; Create Draft Integrated Project Schedule; Conduct Ellucian-internal Edge Foundation meeting for the onboarding and assignment of Ellucian project team; Compile Project Roster of the Client and Ellucian staff; and Acclimate the Client to project site. 	<ul style="list-style-type: none"> Project site for Project Collaboration Integrated Project Schedule (draft) Initial site Project Roster Draft site Project Scope Statement Meeting summaries
Planning	<p>Ellucian will:</p> <ul style="list-style-type: none"> Conduct Project Planning meetings; Create project site Project Scope; Finalize Integrated Project Schedule and create project site Project Schedule; Create Project Budget Baseline; Document initial Risks, Issues and Decisions in project site; Ellucian advises Client in the creation of the project Steering Committee and the project Change Control Board; Conduct Project Kickoff meeting; and Complete Client Survey for Initiation & Planning. 	<ul style="list-style-type: none"> Project Scope Statement for project site Final approved Integrated Project Schedule Project Schedule for project site Project Budget Reconciliation for project site Project site Risk, Issues and Decision registers Project site Change Request register Meeting summaries Client Survey
Execute	<p>Ellucian will:</p> <ul style="list-style-type: none"> Conduct weekly Project Status Update meetings; Conduct monthly Executive Stakeholder meetings; Conduct periodic Project Quality reviews; Manage project tasks; Manage Risks, Issues, and Decisions; and Manage Scope. 	<ul style="list-style-type: none"> Updates to site Project Status Updates to the site Integrated Project Schedule Updates to the project site Risk, Issues and Decision registers Updates to the project site Change Request register Meeting summaries
Transition & Close	<p>Ellucian will:</p> <ul style="list-style-type: none"> Conduct Project Transition Planning Meeting; Conduct Project Transition Review Meeting; Create Project Success Story; and Complete Client Survey for Project Completion. 	<ul style="list-style-type: none"> Project Transition Plan Project Success Story Meeting summaries Client Survey

Service Assumptions for Project Management

- The Ellucian Edge PM Methodology is delivered via five components: Initiation, Planning, Execution, Transition & Close and Monitor & Control.
- The Monitor & Control phase overlaps the first four phases to provide Project Governance.

- Ellucian may determine that a portion of the Ellucian application implementation and/or services for the project will be organized into a subproject. In that case a subset of the Edge PM Methodology's phases (Plan, Execute, and Transition & Close) will be executed to manage the subproject. The subproject may be managed as a separate project however project status rolls up to the main project. The Ellucian Project Director or Project Manager coordinates the integration of the main project and subproject(s).
- Ellucian and Client will use an Ellucian-provided My Projects web site that is the home page for the project described by this Scope of Services. This site is the only source of project status for Ellucian and Client project staff, project managers, and executive stakeholders. It provides the following information and deliverables.
 - Project status dashboard. The status dashboard presents the status through:
 - Project Status at a glance
 - Project Health
 - Project Progress
 - Milestone Status
 - Upcoming Tasks
 - Upcoming Events
 - Registers for:
 - Change Requests
 - Risks
 - Issues
 - Decisions
 - Project Schedule
 - Project Calendar
 - Project Roster
 - Communications Plan
 - Licensed Products
 - Project Documents
 - Project Management Plan (PMP)

Client Responsibilities for Project Management

- Provide information to the Ellucian project team per the agreed project schedule that will contribute to project activities and development of project documents as described in this Scope of Services.
- Provide acceptance approval for project tasks and Change Requests (CR).
 - When Ellucian staff complete a task within the project site Task list, which may include preparing information that resides in the site or in separate documents and setting the task status to Completed, the Client will approve the task as having been completed (including all related information and documents) by changing the task's status to Verified.
 - Task completion will be determined per agreed sign-off criteria and Client acceptance period for approval.
 - Change Requests will be described in Change Request documents and will require signatures by approved Client and Ellucian individuals.
- Attend and participate in project status update meetings and project stakeholder meetings.
- Support and otherwise cooperate with Ellucian throughout all project activities, development of documents, and project outcomes.
- Provide timeline approval of project change requests prior to the start of the project change.

Out of Scope for Project Management

Includes but is not limited to:

- All activities related to Organizational Change Management except for knowledge sharing services described in this Scope of Work; and
- Meeting summaries for any meetings that Ellucian does not lead or organize.

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

To:	Board of Trustees	Date:	July 15, 2019
Re:	Approval of Amendment to Agreement with Cambridge West Partnership, LLC for IT Consulting Services		
Action:	Request for Approval		

BACKGROUND

This is an amendment to an existing agreement to extend time only. On January 14, 2019 the Board of Trustees approved an agreement with Cambridge West Partnership, LLC for IT Consulting Services. The scope of services consisted of an assessment on IT governance, project management, software acquisition standards and software development processes. Significant portion of the project has been completed but additional time is required to complete all of the assessments proposed.

ANALYSIS

This amendment will extend the contract duration from June 30, 2019 to December 31, 2019. There are no additional costs to the contract amount, which remains based on a not-to-exceed fee of \$63,000. The District has reviewed the amendment and has found the time extension to be sufficient and reasonable to complete the work.

This agreement is funded by the ITS operational budget.

RECOMMENDATION

It is recommended that the Board of Trustees approve the amendment to the agreement with Cambridge West Partnership, LLC for IT consulting services as presented.

Fiscal Impact:	N/A	Board Date:	July 15, 2019
Prepared by:	Jesse Gonzalez, Assistant Vice Chancellor of Information Technology Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Marvin Martinez, Chancellor		



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
IT Governance/Project Management/IT Processes Review**

**PROJECT PROPOSAL
Revision for Extension of Contract Only**

Cambridge West Partnership, LLC (CWP) is pleased to provide a proposal to assist Rancho Santiago Community College District with review of IT Governance, IT Project Portfolio Management, IT Project Management, Software Acquisition processes, Programming Standards, Change Management process, DevOps readiness and related processes to improve system development and deployment to better meet the needs of students and staff in the District. The focus is to work directly with the Information Technology Services department and assist all related District/college committees to evaluate these areas and recommend improvements. An emphasis on comparing best practices at similar California Community Colleges will be highlighted throughout the project.

The assistance will focus on the following:

1. Diagram of current and recommended IT Governance processes
2. Develop recommendations for improvement of IT project portfolio management, feasibility of establishing a Project Management Office, software acquisition and IT Governance processes
3. Develop example best practice programming standards
4. Develop recommendations regarding change management processes
5. Develop detailed evaluation of DevOps current state maturity
6. Develop prioritized recommendations list to increase and improve DevOps maturity in the organization

We anticipate completing this project in 360 hours at the technology services rate of \$ 175.00 per hour or a total not to exceed \$63,000. Actual hours will be billed. Printing (if requested) will be billed separately.

We plan to begin this project upon approval of the proposal and expect completion **by December 31, 2019**. Based on the findings, the project scope and schedule may change with the agreement of both parties.

Accepted:

Peter Hardash
Vice Chancellor, Business Operations and Fiscal Services
Rancho Santiago Community College District

AMENDMENT TO AGREEMENT

THIS AMENDMENT to AGREEMENT is made this 16th day of July in the year 2019, between **CAMBRIDGE WEST PARTNERSHIP, LLC**, hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend that certain AGREEMENT entered into on January 15th, 2019 to provide assessments in IT Governance, Project Management and Software Development standards. Please amend the AGREEMENT to include the following:
 - 1. By extending the contract duration period from June 30th, 2019 to be through December 31st, 2019.
- B. Except as amended herein, the terms and conditions of AGREEMENT effective January 15th, 2019 shall remain in full force and effect.

CAMBRIDGE WEST PARTNERSHIP, LLC

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY

By _____

By _____

Print Name _____

Peter J. Hardash

Title _____

Vice Chancellor, Business Operations/Fiscal Services

Date _____

Date _____

COPIES TO:

GENERATING OFFICE
Rancho Santiago Community College District
2323 N. Broadway, Suite 250
Santa Ana, CA 92706
Jesse Gonzalez
Assistant Vice Chancellor, ITS

PURCHASING DEPARTMENT
Rancho Santiago Community College District
2323 N. Broadway, Suite 109
Santa Ana, CA 92706
Linda Melendez, Director of Purchasing

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

To:	Board of Trustees	Date: July 15, 2019
Re:	Approval of Foundation for California Community Colleges – Adobe Enterprise Term License Agreement Renewal	
Action:	Request for Approval	

BACKGROUND

In 2001, the Foundation for California Community Colleges (FCCC) began a partnership with Adobe Systems Inc., (Adobe) to bring volume licensing purchase discounts to California community colleges. On July 18, 2016 the Board approved a three year license agreement in which the District joined the FCCC/Adobe Consortium to receive the negotiated discount pricing. The previously approved license agreement is expiring on July 31st, 2019 and a new three year license agreement is set to begin July 28, 2019 through July 27, 2022, which requires Board approval.

ANALYSIS

The FCCC/Adobe license agreement allows the District to install Adobe Creative Suite (CS) on every District-owned computer for additional savings beyond special academic discounts. In addition, this agreement allows all staff and faculty to subscribe to the Adobe CS products for personal use at below retail pricing. The new agreement includes Adobe Sign, which can help the district move processes to electronic signatures, and shared device licensing for all classroom, lab and library machines. This licensing is offered under the Master Enterprise Term License Agreement (ETLA) held by the FCCC, for which Computerland of Silicon Valley is the sole provider.

The annual renewal costs are calculated using current employee Full Time Equivalency (FTE) levels reported by the State Chancellor's Office multiplied by \$64.50. The estimated cost for the first year of participation is \$98,427. The annual cost will remain the same unless employee FTE counts increase more than 5% in years two or three. Annual cost will be funded by the ITS operational budget.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Foundation for California Community Colleges Adobe Enterprise Term License Agreement Renewal as presented.

Fiscal Impact:	\$98,427 per year (estimated)	Board Date: July 15, 2019
Prepared by:	Jesse Gonzalez, Assistant Vice Chancellor of Information Technology Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

Exhibit A
Foundation for California Community Colleges ETLA
Consortium Member Enterprise Term License Sales Order
Rancho Santiago CCD

Products and Services Pricing Details.

Line Number	Adobe SKU	Product Description	Annual Unit Fees per FTE/User)	Quantity	Annual Instalment Fee (Unit Fees x Quantity)
1.	65290666	Creative Cloud All Apps Named User HED Faculty/Staff	64.50	1526	98,427.00
2.	65272755	Adobe Sign for enterprise EDU Tier 3	0.00		
Total License Term Fees (Annual Instalment Fee X Number of Years Left Remaining in License Term):					\$295,281.00

Terms and Conditions

1. This agreement (“Agreement”) consists of (A) this Sales Order, and (B) the parts of the Adobe Enterprise Licensing Terms available at <http://www.adobe.com/legal/terms/enterprise-licensing.html> consisting of the General Terms and the applicable Product Specific Licensing Terms. Adobe is an intended third party beneficiary of this Agreement between Consortium and Consortium Member and has a right to enforce its terms against Consortium Member. Consortium Member will be deemed a “Customer” as such term is used in Adobe Enterprise Licensing Terms.

The following capitalized terms are defined as follows:

- (A) “Consortium” means the entity that has entered into a sales order with Adobe for the purchase of Products and Services and is authorized to make the Products and Services identified in this sales order available to Consortium Member.
- (B) “Consortium Member” means that educational institution that meets the education eligibility criteria for Adobe’s education programs described at <http://www.adobe.com/education/administrators/how-to-buy-eligibility.edu.html>
- (C) “Enterprise” means all of the Faculty Members and Staff Members of Consortium Member’s enterprise excluding any Consortium Member with organizations or operations within certain nations that have service or functionality limitations as identified in the applicable Product Specific Licensing Terms.
- (D) “Faculty Member” means a then-current employee or independent contractor of a Consortium Member whose primary job duties consist of providing educational instruction to students.
- (E) “Full Time Equivalent” or “FTE” means the number of full-time Faculty Members + (number of part-time Faculty Members ÷ 3) + number of full-time Staff Members + (number of part-time Staff Members ÷ 2).
- (F) “Staff Member” means a then-current employee of the Consortium Member that provides administrative support to the Consortium Member’s educational operations to faculty.

(G) "Student" means an individual enrolled part-time or full-time in a degree-granting program or an academic course of study by Consortium Member.

- For those Products and Services identified as being licensed on an "Enterprise Wide" basis in the Products and Services Pricing Details section, Consortium Member may: (a) permit each Faculty Member and Staff Member to activate a copy of the On-premise Software associated with the Product and Service on up to two Computers which may be accessed by such Faculty Member or Staff Member using a unique log-in identifier; and (b) install a copy of the On-premise Software on any Enterprise-owned Computer located in computer labs and classrooms for use by Students, Faculty Members and Staff Members; Consortium Member represents and warrants that as of the Effective Date, the total aggregate FTE Count is 1526. If Consortium Member's FTE Count increases by 5% or more from the last established FTE Count ("Growth Event"), then Consortium Member must notify Consortium in writing within 14 days.

By signing below, consortium member acknowledges that it has carefully read and fully understood the terms of this Agreement.

Consortium Member: Rancho Santiago CCD	
Sign	
Print:	Peter J. Hardash
Title:	Vice Chancellor, Business Operations/Fiscal Services
Date:	
Primary Contact Name:	
Primary Contact email	

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

To:	Board of Trustees	Date:	July 15, 2019
Re:	Approval of California Multiple Award Schedule (CMAS), Contract #3-14-70-1717C, to 3Di, Inc.		
Action:	Request for Approval		

BACKGROUND:

The California Guided Pathways Project's Scale of Adoption Assessment requires our college websites meet several functional requirements. This includes, among others, having program pages that are easy to navigate for students and families without prior experience in higher education, clarifying differences in earnings potential between related certificates and degrees and having programs clearly mapped out so that students know which courses they should take and in what sequence.

The Santa Ana College (SAC) website requires redesign in order to meet the Guided Pathways assessment requirements as well as to improve performance and functionality. The website requires design within the Microsoft SharePoint Content Management System (CMS).

ANALYSIS:

The District has identified a contract, which requires Board of Trustees approval to utilize. The State of California Department of General Services has awarded a California Multiple Award Schedule (CMAS), Contract #3-14-70-1717C to 3Di, Inc. (3Di), a systems integration and website development firm. As a Microsoft Gold Partner, 3Di is able to provide SAC with the technical expertise required to redesign the website within the District's CMS. Utilization of this contract will allow the District to engage with 3Di for both the initial redesign project and, if needed, future updates, technical upgrades and artistic updates. Information Technology Services, assuring redesign elements meet all security and accessibility requirements, will review all proposals. Project stakeholders have reviewed 3Di's project portfolio and interviewed key project staff, verifying the firm's technical and artistic abilities to meet the assessment requirements.

The initial purchase is estimated to be \$92,915 and is funded by the Guided Pathways Grant. Approval of this CMAS contract will allow the District to continue use, as needed through the duration of the contract terms and conditions.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the use of CMAS Contract #3-14-70-1717C, awarded to 3Di, Inc., including renewals, future addendums, supplements and extensions as presented.

Fiscal Impact:	\$92,915 for initial purchase	Board Date:	July 15, 2019
Prepared by:	Linda Melendez, Director, Purchasing Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Marvin Martinez, Chancellor		

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

To: Board of Trustees	Date: July 15, 2019
Re: Approval of Foundation for California Community Colleges (FCCC) Contracts, CDW Government LLC (CB-185-17), B&H Foto and Electronics Corp. (CB-241-18) and SHI International Corp. (CB-194-16)	
Action: Request for Approval	

BACKGROUND

The Information Technology Services and Media Systems Departments require on-going purchases of Information Technology (IT) and Audio Visual (AV) equipment, software and supplies. These items are used districtwide, in academic and administrative environments. Academic programs such as the Television/Video Communications, at Santa Ana College, regularly require professional video equipment and supplies.

ANALYSIS

The Foundation for California Community Colleges (FCCC) has awarded the following:

1. CDW Government LLC (CDW-G) CB-185-17

On June 2, 2017, the University Office of the President (UCOP) awarded Master Agreement UCOP-285 to CDW-G. Assembly Bill 653 (Levine) allows California Community Colleges to purchase materials, equipment, supplies, or services under the same terms and conditions as are specified in a contract lawfully awarded by the University of California or the California State University (California Public Contract Code 20653.5 and Education Code 81646.) The base discount is 2.5%-17.5% based on the product category with additional discounts available based on volume, product category and manufacturer discounts and incentives.

2. B&H Foto and Electronics Corp. (B&H) CB-241-18

On June 8, 2016, the San Bernardino City School Board awarded Bid 15-16 to B&H Foto and Electronics Corp. Bid 15-16 meets all legal requirements including the allowance of Community College Districts to piggyback (California Public Contract Code 20652). The base discount is 2.0%-25% based on the product category with additional discounts available based on volume, product category and manufacturer discounts and incentives.

3. SHI International Corp. CB-194-16

On December 25, 2013, the Trustees of the California State University awarded Agreement #4431 to SHI International Corp. Assembly Bill 653 (Levine) allows California Community Colleges to purchase materials, equipment, supplies, or services under the same terms and conditions as are specified in a contract lawfully awarded by the University of California or the California State University (California Public Contract Code 20653.5 and Education Code 81646). This contract was awarded based on a maximum markup of 1.5% for all software products and support. Additional discounts may be available based on volume, manufacturer discounts and incentives.

These contracts will be used on an as needed basis.

	Company Name	FCCC Agreement	Products	Base Discount (%)	Awarding Agency	Bid/Contract
1	CDW Government LLC	CB-185-17	ALL	2.5%-17.5%	The Regents of the University of California (UC)	UCOP-285
2	B&H Foto and Electronics Corp.	CB-241-18	ALL	2.0%-25.0%	San Bernardino City Unified School District	Bid 15-16
	Company Name	FCCC Agreement	Products	Markup (%)	Awarding Agency	Agreement
3	SHI International Corp.	CB-194-16	Software	.5%-1.5%	Trustees of the California State University (Cal State)	4431

RECOMMENDATION

It is recommended that the Board of Trustees approve the District’s use of the Foundation of California Community Colleges contracts CDW Government LLC (CB-185-17), B&H Foto and Electronics Corp. (CB-241-18) and SHI International Corp. (CB-194-16) including renewals, future addendums, supplements and extensions as presented.

Fiscal Impact:	Based on Utilization	Board Date: July 15, 2019
Prepared by:	Linda Melendez, Director of Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

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

To:	Board of Trustees	Date: July 15, 2019
Re:	Approval of Foundation for California Community Colleges (FCCC) Furniture and Fixtures Contracts	
Action:	Request for Approval	

BACKGROUND

The District has ongoing need for the purchase of furniture, fixtures and associated accessories, supplies and installation services as needed. Purchases are for classroom and office furniture, child development centers, student lounge products, library furniture, fixed seating, storage systems, etc., as well as for new construction and building renovations.

ANALYSIS

The FCCC, in an effort to assist all California Community Colleges, managed two (2) competitively bid Request for Proposals (RFP) for Facilities Fixtures and Furnishing Applications (RFP 18-001) and Furniture Applications (RFP 18-002). On August 31, 2018, the FCCC awarded twenty (20) contracts to fourteen (14) companies.

Contracts allow procurement from some of our current vendors but also offers flexibility to utilize several new vendors. These contracts meet the legal requirements to piggyback, set forth in Public Contract Code 20652.

#	VENDOR NAME	RFP 18-001	RFP 18-002
		CONTRACT #	CONTRACT #
1	Agati	CB-260-18	CB-140-18
2	Community Playthings	CB-148-18	NA
3	Haworth	CB-266-18	CB-144-18
4	Knoll, Inc.	CB-264-18	CB-264-18
5	Krueger International (KI)	CB-265-18	CB-145-18
6	Lakeshore Learning	CB-252-18	NA
7	Platinum Visual Systems	CB-146-18	NA
8	Steelcase	CB-263-18	CB-155-18
9	Tennsco	CB-253-18	NA
10	Worden	CB-262-18	CB-254-18
11	ERG International	NA	CB-257-18
12	Exemplis	NA	CB-202-18
13	Krug	NA	CB-256-18
14	Teknion	NA	CB-255-18

Tiered pricing schedules allow discounts based on volume and selected installation options. Typical discounts range from 38%-68.5% off manufacturer's list price, based on category and product type. Additional discounts may be available and negotiated based on volume and manufacturer incentives.

These contracts will be used on an as-needed basis.

RECOMMENDATION

It is recommended that the Board of Trustees approve the District's use of the Foundation for California Community Colleges contracts awarded for RFP 18-001 and RFP 18-002, including renewals, future addendums, supplements and extensions as presented.

Fiscal Impact:	Based on Utilization	Board Date: July 15, 2019
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Peter Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

05/19/19 thru 06/15/19

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-B0001634	05/21/19	71	Student Activities	Other Operating Exp & Services	BIO RAD LABORATORIES	590.45
19-B0001635	05/23/19	79	Admissions & Records	Non-Instructional Supplies	RJE MOORE INC	749.61
19-B0001636	05/23/19	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	GUITAR CENTER STORES, INC.	997.95
19-B0001637	05/24/19	79	Auxiliary Services Office	Non-Instructional Supplies	EDUCATIONAL TESTING SVC	260.00
19-B0001638	05/28/19	79	Admissions & Records	Non-Instructional Supplies	ULINE	99.08
19-B0001639	05/31/19	79	Auxiliary Services Office	Non-Instructional Supplies	SCHICK RECORDS MGMT	56.57
19-P0057118	05/20/19	12	Fine & Performing Arts Office	Instructional Supplies	B & H PHOTO VIDEO INC	3,692.79
19-P0057119	05/20/19	12	Engineering	Instructional Supplies	CUTTING EDGE SYSTEMS	573.31
19-P0057120	05/20/19	12	Talent Search	Contracted Services	DON BOOKSTORE	3,000.00
19-P0057121	05/20/19	12	EOPS	Other Exp Paid for Students	DON BOOKSTORE	400.00
19-P0057122	05/20/19	12	Upward Bound	Supplies Paid for Students	DON BOOKSTORE	1,000.00
19-P0057123	05/20/19	12	EOPS	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	328.46
19-P0057124	05/20/19	12	EOPS	Other Exp Paid for Students	OREA DAVID OMAR	1,140.00
19-P0057125	05/20/19	12	Welding	Instructional Supplies	AMERICAN WELDING SOCIETY, INC.	1,480.92
19-P0057126	05/20/19	12	Transfer Center	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	800.00
19-P0057127	05/20/19	12	Kinesiology - Intercol Athlet	Equip-All Other >\$1,000<\$5,000	RAPSODO, INC.	12,533.00
19-P0057128	05/20/19	12	Welding	Instructional Supplies	INTERNATIONAL CODE COUNCIL	437.84
19-P0057129	05/20/19	11	Broadcast Journalism	Instructional Supplies	SWEETWATER SOUND	1,162.42
19-P0057130	05/20/19	12	Automotive Technology/Engine	Equip-Fed Prgm >\$1,000< \$5,000	MATCO TOOLS	11,265.82
19-P0057131	05/20/19	12	Orientation/Coord/Training	Non-Instructional Supplies	KULI IMAGE INCYKUSTOM IMPRINTS	1,249.82
19-P0057132	05/20/19	11	Publications	Non-Instructional Supplies	CANON SOLUTIONS AMERICA, INC	413.30
19-P0057133	05/20/19	11	Purchasing	Software License and Fees	WELLS FARGO BANK	785.00
19-P0057134	05/20/19	12	Resource Development	Reproduction/Printing Expenses	DALAUDIAO HERMSEN JOY SIQUIAN	90.09
19-P0057135	05/20/19	13	Administrative Services Office	Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	1,349.89
19-P0057136	05/20/19	11	Human Resources Office	Food and Food Service Supplies	TOP HAT PRODUCTIONS	439.97
19-P0057137	05/20/19	12	Sci, Math, Health Sci Office	Instructional Supplies	AMAZON COM	609.68
19-P0057138	05/20/19	12	LA/OC Regional Consortia	District Business/Sponsorships	LONG BEACH COMMUNITY ACTION PARTNERSHIP	1,350.00
19-P0057139	05/20/19	11	CJ/Academies	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	1,600.00
19-P0057140	05/21/19	12	Library Services	Library Books	AMAZON COM	630.00
19-P0057141	05/21/19	12	CJ/Academies	Instructional Supplies	MEDCO SPORTS MEDICINE	190.53
19-P0057142	05/21/19	12	EOPS	Other Exp Paid for Students	SVM LP	14,775.31
19-P0057143	05/21/19	12	Career Education Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	771.98
19-P0057144	05/21/19	11	Fiscal Services Office	Contracted Services	VAVRINEK TRINE DAY & CO LLP	5,600.00
19-P0057145	05/21/19	12	Biology	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	313.45
19-P0057146	05/21/19	12	Student Equity	Food and Food Service Supplies	JOSEPH A. ALONZO	1,403.73
19-P0057147	05/21/19	12	Biology	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	492.43
19-P0057148	05/21/19	12	Upward Bound	Food and Food Service Supplies	JAYS CATERING	2,472.86
19-P0057149	05/21/19	12	Outreach	Transportation - Student	ORANGE UNIFIED SCHOOL DISTRICT	123.75
19-P0057150	05/21/19	12	Student Support Services	Non-Instructional Supplies	DENNIS JAMES CLEEK	290.87
19-P0057151	05/21/19	12	LA/OC Regional Consortia	Food and Food Service Supplies	PEPI COMPANY OF CALIFORNIA	96.14
19-P0057152	05/21/19	11	Maintenance	Contracted Repair Services	ACTION DOOR REPAIR CORPORATION	1,097.79
19-P0057153	05/21/19	11	Student Activities	Rental - Other (Short-term)	WHITE DOVE RELEASE	425.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-P0057154	05/21/19	12	Digital Media Center	Contracted Services	MIKE COVIN	11,998.00
19-P0057155	05/21/19	11	Student Activities	Contracted Services	VIDEO ENGINEERING SERVICES	260.00
19-P0057156	05/21/19	12	Health & Wellness	Contracted Services	MEDICAL BILLING TECH INC	3,000.00
19-P0057157	05/21/19	11	Student Activities	Rental - Other (Short-term)	CITY OF SANTA ANA	2,556.50
19-P0057158	05/21/19	41	Facility Planning Office	Bldg Impr - Contractor Svcs	IRVINE VALLEY AIR CONDITIONING INC	1,379.91
19-P0057159	05/21/19	12	Outreach	Food and Food Service Supplies	MY TY INC	2,025.00
19-P0057160	05/21/19	11	Maintenance	Non-Instructional Supplies	AAA ELECTRIC MOTOR SALES	1,500.00
19-P0057161	05/21/19	12	Upward Bound	Equip-Fed Prgm >\$1,000< \$5,000	GOLDEN STAR TECHNOLOGY, INC.	14,447.88
19-P0057162	05/21/19	12	EOPS	Supplies Paid for Students	DON BOOKSTORE	10,000.00
19-P0057163	05/21/19	12	Academic Affairs Office	Instructional Supplies	KELLY PAPER	4,260.00
19-P0057164	05/21/19	13	Maintenance	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	79.22
19-P0057165	05/21/19	12	Biology	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,500.00
19-P0057166	05/21/19	12	CJ/Academies	Instructional Supplies	MEDCO SPORTS MEDICINE	1,081.57
19-P0057167	05/21/19	12	Math	Software License and Fees	VERNIER SOFTWARE & TECHNOLOGY LLC	1,360.00
19-P0057168	05/21/19	12	Engineering	Instructional Supplies	AMAZON COM	1,966.96
19-P0057169	05/21/19	12	Counseling	Food and Food Service Supplies	JAYS CATERING	239.75
19-P0057170	05/21/19	11	District Wide Technology	Software License and Fees	CARASOFT TECHNOLOGY CORPORATION	137,712.75
19-P0057171	05/21/19	12	EOPS	Fees Paid for Students	PHI THETA KAPPA	190.00
19-P0057172	05/21/19	33	EHS Santa Ana College	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	880.00
19-P0057174	05/21/19	12	EOPS	Other Exp Paid for Students	WORKING WARDROBES FOR A NEW START	450.00
19-P0057175	05/21/19	12	Career Education Office	Advertising	A STITCH ABOVE LLC	3,787.14
19-P0057176	05/22/19	12	Student Equity	Conference Expenses	WELLS FARGO BANK	272.23
19-P0057177	05/22/19	11	District Wide Technology	Contracted Services	OPEN TEXT	13,750.00
19-P0057178	05/22/19	12	Safety & Parking - DO	Lease Agreement - Facility	ORANGE COUNTY SHERIFFS	784.62
19-P0057179	05/22/19	12	Veterans Resource Center	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	927.00
19-P0057180	05/22/19	12	Student Equity	Conference Expenses	WELLS FARGO BANK	213.96
19-P0057181	05/22/19	12	Transfer Center	Food and Food Service Supplies	LASCARIS RESTAURANT GROUP INC	532.89
19-P0057182	05/22/19	12	Engineering	Instructional Supplies	MCMASTER CARR SUPPLY CO	125.35
19-P0057183	05/22/19	11	Manufacturing Technology	Contracted Repair Services	MACHINING TIME SAVERS, INC.	440.00
19-P0057184	05/22/19	12	Safety & Parking - DO	Food and Food Service Supplies	CORNER BAKERY/CBC RESTAURANT	257.40
19-P0057185	05/22/19	12	Engineering	Instructional Supplies	KBC TOOLS INC	373.84
19-P0057186	05/22/19	41	Facility Planning Office	Bldg Impr - DSA Fees	DEPT OF GENERAL SERVICES	3,077.58
19-P0057187	05/22/19	13	Publications	Reproduction/Printing Expenses	MARIA CORPORATION	43.70
19-P0057188	05/22/19	12	Engineering	Instructional Supplies	MACHINE TOOLS SUPPLY	265.44
19-P0057189	05/22/19	12	Engineering	Instructional Supplies	AMAZON COM	350.53
19-P0057190	05/22/19	11	Maintenance	Contracted Repair Services	GMS ELEVATOR	660.00
19-P0057191	05/22/19	13	Occupational Therapy	Equip-All Other >\$1,000<\$5,000	REALITYWORKS, INC.	7,878.69
19-P0057192	05/22/19	12	Professional Development	Food and Food Service Supplies	TERESA MERCADO-COTA	354.20
19-P0057193	05/22/19	12	Fine & Performing Arts Office	Instructional Supplies	RIO GRANDE JEWELRY & GEMS	200.00
19-P0057194	05/22/19	12	EOPS	Supplies Paid for Students	DON BOOKSTORE	11,225.00
19-P0057195	05/22/19	12	Library Services	Library Books	GALE GROUP	24,805.42
19-P0057197	05/22/19	12	Orientation/Coord/Training	Non-Instructional Supplies	4 IMPRINT	1,543.80

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-P0057198	05/22/19	12	EOPS	Supplies Paid for Students	MELLIN LINDA MARIE	2,285.75
19-P0057199	05/22/19	12	Student Equity	Rental - Other (Short-term)	BOZEMAN DANA	595.00
19-P0057200	05/23/19	11	Library Services	Library Books	YANKEE BOOK PEDDLER INC	104.79
19-P0057201	05/23/19	12	Financial Aid Office	Non-Instructional Supplies	TEAMWORK PROMOTIONAL	2,422.08
19-P0057202	05/23/19	12	Biology	Reproduction/Printing Expenses	COPY CITY & GRAPHICS	1,108.89
19-P0057203	05/23/19	13	Maintenance	Contracted Repair Services	ACTION DOOR CONTROLS INC	370.00
19-P0057204	05/23/19	13	Maintenance	Contracted Services	GMS ELEVATOR	6,800.00
19-P0057205	05/23/19	12	Biology	Instructional Supplies	GILSON INC	2,353.25
19-P0057206	05/23/19	11	Admin Services Office	Public Agencies' Assess & Fees	SCAQMD	467.40
19-P0057207	05/23/19	12	Business Division Office	Instructional Supplies	ROBOTSHOP INC	196.20
19-P0057208	05/23/19	12	Career Education Office	Advertising	A STITCH ABOVE LLC	2,182.19
19-P0057209	05/23/19	12	EOPS	Food and Food Service Supplies	JAYS CATERING	1,522.50
19-P0057210	05/23/19	12	Upward Bound	Other Exp Paid for Students	MICHAEL J MACKENZIE	290.86
19-P0057211	05/23/19	11	Custodial	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	3,400.00
* 19-P0057212	05/23/19	12	Transfer Center	Rental-Equipment (Short-term)	BAR NONE GROUP, INC.	997.65
* 19-P0057212	05/23/19	13	Transfer Center	Rental-Equipment (Short-term)	BAR NONE GROUP, INC.	899.55
PO Amt Total for * 19-P0057212:						1,897.20
19-P0057213	05/23/19	12	EOPS	Supplies Paid for Students	OFFICE DEPOT BUSINESS SVCS	2,500.00
19-P0057214	05/23/19	12	EOPS	Books Paid for Students	DON BOOKSTORE	1,846.05
19-P0057215	05/23/19	13	Maintenance	Contracted Repair Services	ABBA TERMITE & PEST CONTROL INC	195.00
19-P0057216	05/23/19	12	Special Services Office	Food and Food Service Supplies	PEPI COMPANY OF CALIFORNIA	754.98
19-P0057217	05/24/19	41	Facility Planning Office	Bldg Impr - Contractor Svcs	ALLISON MECHANICAL, INC.	174,999.00
19-P0057218	05/24/19	11	District Wide Technology	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	5,658.90
19-P0057219	05/24/19	11	Maintenance & Operations	Non-Instructional Supplies	FASTSIGNS	642.91
19-P0057220	05/24/19	11	Student Activities	Rental - Other (Short-term)	INDEPENDENCE SOLUTIONS, INC.	2,132.85
19-P0057221	05/24/19	12	Talent Search	Conference Expenses	CHAPMAN UNIVERSITY	6,204.00
19-P0057222	05/24/19	12	Talent Search	Conference Expenses	ROSIO BECERRA	2,520.00
19-P0057223	05/24/19	12	Center for Teacher Education	Food and Food Service Supplies	JAYS CATERING	363.98
19-P0057224	05/24/19	12	LA/OC Regional Consortia	Non-Instructional Supplies	KULI IMAGE INCYKUSTOM IMPRINTS	1,491.31
19-P0057225	05/24/19	12	LA/OC Regional Consortia	Non-Instructional Supplies	KULI IMAGE INCYKUSTOM IMPRINTS	628.69
19-P0057226	05/24/19	12	LA/OC Regional Consortia	Non-Instructional Supplies	KULI IMAGE INCYKUSTOM IMPRINTS	29.41
19-P0057227	05/24/19	12	LA/OC Regional Consortia	Non-Instructional Supplies	KULI IMAGE INCYKUSTOM IMPRINTS	1,288.98
19-P0057228	05/24/19	41	Facility Planning Office	Bldg Impr - Contractor Svcs	IRVINE VALLEY AIR CONDITIONING INC	9,459.14
19-P0057229	05/28/19	41	Facility Planning Office	Buildings - Contractor Svcs	C BELOW INC	16,280.00
19-P0057230	05/28/19	12	LA/OC Regional Consortia	Contracted Services	SUNSTONE CENTER CT LESSEE	5,364.41
19-P0057231	05/28/19	12	Upward Bound	Contracted Services	CHAPMAN UNIVERSITY	40,060.00
19-P0057232	05/28/19	33	EHS Administration	Inst Dues & Memberships	REGION 9 HEAD START ASSOC.	500.00
19-P0057233	05/28/19	12	EOPS	Supplies Paid for Students	EAGLE GRAPHICS INC	2,670.78
19-P0057234	05/28/19	12	Health & Wellness	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	217.41
19-P0057235	05/28/19	12	Counseling	Food and Food Service Supplies	JAYS CATERING	698.22
19-P0057236	05/28/19	12	EOPS	Supplies Paid for Students	EAGLE GRAPHICS INC	2,835.62
19-P0057237	05/28/19	12	Student Equity	Non-Instructional Supplies	AMAZON COM	372.35

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Legend: * = Multiple Funds for this P.O.

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-P0057238	05/28/19	12	Library Services	Instructional Supplies	SEHI COMPUTER PRODUCTS	596.46
19-P0057239	05/28/19	12	EOPS	Supplies Paid for Students	EAGLE GRAPHICS INC	760.32
19-P0057240	05/28/19	33	EHS Administration	Instructional Supplies	BOOKS BY THE BUSHEL, LLC	985.92
19-P0057241	05/28/19	11	Purchasing	Equip-All Other > \$5,000	QUALITY OFFICE FURNISHINGS INC	6,931.32
19-P0057242	05/28/19	41	Facility Planning Office	Equip-All Other >\$1,000<\$5,000	MORSCO SUPPLY, LLC	6,032.56
19-P0057243	05/28/19	11	Maintenance & Operations	Contracted Repair Services	PROFESSIONAL PLUMBING &	325.00
19-P0057244	05/28/19	41	Facility Planning Office	Bldg Impr-Blueprint/Reprod/Adv	CALIFORNIA NEWSPAPERS PARTNERSHIP	6,543.60
19-P0057246	05/29/19	33	EHS Administration	Inst Dues & Memberships	NATL HEAD START ASSOC	840.00
19-P0057247	05/29/19	43	Facility Planning Office	Equip-All Other > \$5,000	FISHER SCIENTIFIC	44,134.72
19-P0057248	05/29/19	11	Purchasing	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	516.20
19-P0057249	05/30/19	12	Student Equity	Food and Food Service Supplies	MEX RESTAURANT, INC	511.81
19-P0057250	05/30/19	12	Upward Bound	Contracted Services	CHAPMAN UNIVERSITY	42,415.00
19-P0057251	05/30/19	12	Upward Bound	Supplies Paid for Students	ROMELIA MADRIGAL	1,300.00
19-P0057252	05/30/19	12	Automotive Technology/Engine	Equip-All Other >\$1,000<\$5,000	MOHAWK RESOURCE LTD	16,268.48
19-P0057253	05/30/19	12	Counseling	Food and Food Service Supplies	NENA BALDIZON-RIOS	716.58
19-P0057254	05/30/19	12	Puente	Food and Food Service Supplies	HAVE KITCHEN WILL TRAVEL, INC.	2,966.66
19-P0057255	05/30/19	33	EHS Administration	Non-Instructional Supplies	LAKESHORE LEARNING MATERIALS	56.76
19-P0057256	05/30/19	41	Facility Planning Office	Bldg Impr - DSA Project Insp	VITAL INSPECTION SERVICES, INC.	42,076.00
19-P0057257	05/30/19	41	Facility Planning Office	Bldg Impr - DSA Project Insp	VITAL INSPECTION SERVICES, INC.	17,064.00
19-P0057258	05/30/19	41	Facility Planning Office	Bldg Impr - Relocation/Moving	CHIPMAN CORPORATION	9,808.00
19-P0057259	05/30/19	12	LA/OC Regional Consortia	Contracted Services	HYATT CORPORATION	1,245.00
19-P0057260	05/30/19	11	Maintenance	Non-Instructional Supplies	GRAINGER	1,000.00
19-P0057261	05/30/19	12	Puente	Food and Food Service Supplies	HARKISON	345.00
19-P0057262	05/30/19	12	Counseling	Transportation - Student	GOLD COAST TOURS	887.65
19-P0057263	05/30/19	12	Television/Video	Equip-Fed Prgrm >\$1,000< \$5,000	APPLE COMPUTER INC	30,896.45
19-P0057265	05/30/19	41	Facility Planning Office	Bldg Impr - Relocation/Moving	CHIPMAN CORPORATION	976.00
19-P0057266	05/30/19	11	Fine & Performing Arts Office	Instructional Supplies	SAMYS CAMERA	981.07
19-P0057267	05/30/19	11	Digital Media Center	Non-Instructional Supplies	4 IMPRINT	168.84
19-P0057268	05/30/19	11	Digital Media Center	Contracted Services	IRVINE VALLEY AIR CONDITIONING INC	891.96
19-P0057271	05/31/19	12	Safety & Parking - DO	Contracted Services	SKILLPATH SEMINARS	299.00
19-P0057272	05/31/19	12	Orange Educ Ctr-Instruction	Instructional Supplies	POCKET NURSE	5,896.59
19-P0057273	05/31/19	11	Digital Media Center	Contracted Services	TEAM ONE MANAGEMENT	2,380.00
19-P0057274	05/31/19	12	Career Ed & Work Dev Office	Conference Expenses	NC3-NATIONAL COALITION OF CERT CTR	1,095.00
19-P0057275	05/31/19	12	Career Ed & Work Dev Office	Conference Expenses	GREGORY R. GONZALES	654.00
19-P0057276	05/31/19	11	Digital Media Center	Contracted Services	PROFESSIONAL PLUMBING &	465.00
19-P0057277	05/31/19	12	Counseling	Non-Instructional Supplies	CAMBRON YEHIMI A.	3,934.35
19-P0057278	05/31/19	12	Business Division Office	Software License and Fees	B & H PHOTO VIDEO INC	835.10
19-P0057279	05/31/19	12	DSPS	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	20,881.60
19-P0057280	05/31/19	33	EHS Administration	Rental-Equipment (Short-term)	CITY OF SANTA ANA	521.92
19-P0057281	05/31/19	41	Facility Planning Office	Bldg Impr - Contractor Svcs	R DEPENDABLE CONST INC	154,000.00
19-P0057282	06/03/19	11	Kinesiology - Physical Educ	Contracted Services	FITNESS REPAIR SHOP	1,692.52
19-P0057283	06/03/19	33	EHS Santa Ana College	Bldg Impr - Contractor Svcs	KAZONI CONSTRUCTION	63,296.00

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Legend: * = Multiple Funds for this P.O.

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-P0057284	06/03/19	12	LA/OC Regional Consortia	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,300.00
19-P0057285	06/03/19	12	Health Sciences Education	Books, Mags & Subscrip-Non-Lib	MOUNTAIN MEASUREMENT INC	350.00
19-P0057286	06/03/19	11	Publications	Contracted Repair Services	INFORMATION MANAGEMENT DBA: MYBINDING.COM	245.00
19-P0057287	06/03/19	11	Safety & Security Office	Non-Instructional Supplies	BEEGAS BOYS	102.65
19-P0057288	06/03/19	11	Safety & Security Office	Non-Instructional Supplies	PHOENIX GROUP INFORMATION SYSTEMS	2,828.68
19-P0057289	06/03/19	12	Nursing	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	3,257.25
19-P0057290	06/03/19	12	Welding	Instructional Supplies	AMERICAN SOCIETY FOR TESTING & MATERIALS	585.33
19-P0057291	06/03/19	12	Safety & Parking - DO	Food and Food Service Supplies	CORNER BAKERY/CBC RESTAURANT	461.18
19-P0057292	06/03/19	12	Orientation/Coord/Training	Transportation - Student	JFK TRANSPORTATION	17,133.00
19-P0057293	06/03/19	11	Transportation	Other Licenses & Fees	SCAQMD	132.98
19-P0057294	06/03/19	11	Business Operations' Office	Contracted Services	PUBLIC FINANCE STRATEGIES LLC	9,750.00
19-P0057295	06/03/19	11	Safety & Security Office	Contracted Services	TEAM ONE MANAGEMENT	280.00
19-P0057296	06/03/19	13	Maintenance	Non-Instructional Supplies	ULINE	882.19
19-P0057297	06/03/19	13	Maintenance	Non-Instructional Supplies	AGUINAGA GREEN INC	693.56
19-P0057298	06/03/19	11	Exercise Science	Contracted Repair Services	HAGERMAN DIANA	500.00
19-P0057299	06/03/19	12	Outreach	Transportation - Student	ORANGE UNIFIED SCHOOL DISTRICT	875.60
19-P0057300	06/03/19	12	EOPS	Supplies Paid for Students	EAGLE GRAPHICS INC	295.13
19-P0057301	06/03/19	12	Student Development	Other Exp Paid for Students	HYATT CORPORATION	1,106.80
19-P0057302	06/03/19	12	Student Equity	Transportation - Student	CERTIFIED TRANSPORTATIONS	913.77
19-P0057303	06/03/19	12	Biology	Equip-All Other >\$1,000<\$5,000	WHITE BEAR PHOTONICS LLC	4,315.29
19-P0057304	06/04/19	61	Risk Management	Non-Instructional Supplies	AMAZON COM	76.43
* 19-P0057305	06/04/19	11	Fine & Performing Arts Office	Instructional Supplies	4 IMPRINT	273.37
* 19-P0057305	06/04/19	12	Communications & Media Studies	Instructional Supplies	4 IMPRINT	2,811.36
PO Amt Total for * 19-P0057305:						3,084.73
19-P0057306	06/04/19	12	Academic Affairs Office	Instructional Supplies	DUNN EDWARDS CORP	1,600.00
19-P0057307	06/04/19	12	Student Equity	Transportation - Student	CERTIFIED TRANSPORTATIONS	987.61
19-P0057308	06/04/19	12	Fine & Performing Arts Office	Instructional Supplies	4 IMPRINT	5,152.68
19-P0057309	06/04/19	12	Pathways to Teaching	Non-Instructional Supplies	DON BOOKSTORE	2,909.25
19-P0057310	06/04/19	61	Risk Management	Non-Instructional Supplies	LOCTEK ERGONOMIC	477.40
19-P0057311	06/04/19	12	Financial Aid Office	Non-Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	1,231.75
19-P0057312	06/04/19	13	Custodial	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	7,500.00
19-P0057313	06/05/19	41	Facility Planning Office	Equip-All Other > \$5,000	B & M LAWN & GARDEN CTR	16,102.86
19-P0057314	06/05/19	13	Maintenance	Contracted Services	D4 SOLUTIONS INC.	4,381.75
19-P0057315	06/05/19	12	EOPS	Supplies Paid for Students	RSCCD	2,625.00
19-P0057316	06/05/19	33	EHS Administration	Contracted Services	THE ENTERTAINMENT PROS LLC	1,250.00
19-P0057317	06/05/19	12	Career Education Office	Non-Instructional Supplies	SUSAN BLACKWOOD LEEDY	99.42
19-P0057318	06/05/19	41	Facility Planning Office	Bldg Impr - Contractor Svcs	R DEPENDABLE CONST INC	227,600.00
19-P0057319	06/05/19	12	Career Education Office	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	1,700.00
19-P0057320	06/05/19	41	Facility Planning Office	Site Improv - Contractor Svcs	JB BOSTICK CO INC	12,000.00
19-P0057321	06/05/19	11	District Wide Technology	Contracted Services	VPLS SOLUTIONS LLC	5,880.00
19-P0057322	06/06/19	12	Family & Consumer Studies	Contracted Services	THE WONDERLAND GROUP, INC.	10,000.00
19-P0057323	06/06/19	12	Counseling	Contracted Services	REYES YOSIMOR JIMENEZ	500.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-P0057324	06/06/19	12	Center for Teacher Education	Inst Dues & Memberships	CERRITOS COLLEGE FOUNDATION	300.00
19-P0057325	06/06/19	12	Learning Support Center	Food and Food Service Supplies	KATHARINE L. WALCZAK	237.87
19-P0057326	06/06/19	12	Learning Support Center	Non-Instructional Supplies	LUZ E. FERNANDEZ MARQUEZ	99.87
19-P0057327	06/06/19	12	Learning Support Center	Food and Food Service Supplies	BENJAMIN R. HAGER	146.46
19-P0057328	06/06/19	12	Career Ed & Work Dev Office	Equip-Tablet/Laptop>\$200<\$1000	APPLE COMPUTER INC	1,039.71
19-P0057329	06/06/19	11	Digital Media Center	Contracted Services	CLIMATEC LLC	751.98
19-P0057330	06/06/19	11	Digital Media Center	Contracted Services	QUALITY OFFICE FURNISHINGS INC	1,975.00
19-P0057331	06/06/19	12	Reprographics	Instructional Supplies	KELLY PAPER	2,359.80
19-P0057332	06/06/19	11	Digital Media Center	Contracted Services	PYRO-COMM SYSTEMS INC	135.00
19-P0057333	06/06/19	12	Family & Consumer Studies	Instructional Supplies	WELLS FARGO BANK	118.97
19-P0057334	06/06/19	12	Transfer Center	Transportation - Student	GOLD COAST TOURS	4,310.75
19-P0057335	06/06/19	13	Transfer Center	Non-Instructional Supplies	DON BOOKSTORE	1,600.00
19-P0057336	06/06/19	11	District Wide Technology	Contracted Services	GO TO TECHNOLOGIES, INC.	21,000.00
19-P0057337	06/07/19	13	Human Resources Office	Contracted Services	TROJAN WEST HOLDINGS	200.00
19-P0057338	06/07/19	61	Risk Management	Legal Expenses	SOLOMON LAW, APC	5,473.26
19-P0057339	06/07/19	11	Fiscal Services Office	Contracted Services	VAVRINEK TRINE DAY & CO LLP	38,200.00
19-P0057340	06/07/19	12	LA/OC Regional Consortia	Food and Food Service Supplies	PEPI COMPANY OF CALIFORNIA	1,424.79
19-P0057341	06/07/19	12	LA/OC Regional Consortia	Food and Food Service Supplies	PEPI COMPANY OF CALIFORNIA	158.94
19-P0057342	06/07/19	11	Purchasing	Non-Instructional Supplies	AMAZON COM	20.92
19-P0057343	06/07/19	11	Purchasing	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	82.76
19-P0057344	06/10/19	33	EHS Administration	Non-Instructional Supplies	LOWES HOME IMPROVEMENT	500.00
19-P0057345	06/10/19	12	LA/OC Regional Consortia	Food and Food Service Supplies	PEPI COMPANY OF CALIFORNIA	347.50
19-P0057346	06/10/19	11	Business Operations' Office	Contracted Services	TRUE NORTH RESEARCH	28,500.00
19-P0057347	06/10/19	11	Maintenance & Operations	Non-Instructional Supplies	RWE MICRO INC	1,833.34
19-P0057348	06/10/19	41	Facility Planning Office	Bldg Impr - Contractor Svcs	R.T. CONTRACTOR CORP.	23,950.00
19-P0057349	06/10/19	11	Resource Development	Contracted Services	PATINA CATERING	106.20
19-P0057350	06/10/19	12	Television/Video	Equip-Fed Prgm > \$5,000	B & H PHOTO VIDEO INC	60,535.43
19-P0057352	06/10/19	12	Welding	Instructional Supplies	WELLS FARGO BANK	457.02
19-P0057353	06/10/19	33	EHS Administration	Non-Instructional Supplies	YOUNG PS ACQUISITIONS, LLC	439.56
19-P0057354	06/10/19	12	ACT Center	Software License and Fees	ACT	24.00
19-P0057355	06/11/19	12	Veterans Resource Center	Other Participant Travel Exp	WELLS FARGO BANK	2,162.84
19-P0057357	06/11/19	12	Resource Development	Contracted Services	SKYWALKER HOSPITALITY HOLDINGS LLC	6,000.00
19-P0057358	06/11/19	12	Digital Media Center	Contracted Services	ACT	140.00
19-P0057359	06/11/19	12	Resource Development	Contracted Services	FOUR POINTS BY SHERATON VENTURA HARBOR RESOF	2,087.35
19-P0057360	06/11/19	12	Career Ed & Work Dev Office	Copyrights/Royalties Expenses	ALVAREZ AARON IVAN	125.00
19-P0057361	06/11/19	12	LA/OC Regional Consortia	District Business/Sponsorships	ACADEMIC INNOVATIONS LLC	3,500.00
19-P0057363	06/11/19	11	Digital Media Center	Contracted Services	RANDY TAYLOR	240.00
19-P0057364	06/11/19	33	CDC Administration	Non-Instructional Supplies	LAKESHORE LEARNING MATERIALS	14,183.54
19-P0057365	06/11/19	11	District Wide Technology	Non-Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	621.10
19-P0057366	06/11/19	11	Purchasing	Contracted Services	QUALITY OFFICE FURNISHINGS INC	1,701.47
19-P0057367	06/11/19	12	Television/Video	Equip-All Other > \$5,000	KEY CODE MEDIA, INC.	59,974.55
19-P0057368	06/11/19	12	Pharmacy Technology	Instructional Supplies	SPECTRUM CHEMICALS & LABORATORY PRODUCTS	1,828.47

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Legend: * = Multiple Funds for this P.O.

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-P0057369	06/12/19	13	Psychology	Repair & Replacement Parts	WALTERS WHOLESALE ELECTRIC CO	584.78
19-P0057370	06/12/19	11	Educational Services Office	Contracted Services	CAMBRIDGE WEST PARTNERSHIP LLC	44,275.00
19-P0057371	06/12/19	11	District Wide Technology	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	177,036.01
19-P0057372	06/12/19	12	Talent Search	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	165.43
19-P0057373	06/12/19	12	Geology	Transportation - Student	GOLD COAST TOURS	622.44
19-P0057374	06/12/19	12	Career Education Office	Food and Food Service Supplies	PARADISE BAKERY & CAFE	556.24
19-P0057375	06/12/19	12	Outreach	Transportation - Student	TUSTIN UNIFIED SCHOOL DISTRICT	1,030.31
19-P0057376	06/12/19	43	Facility Planning Office	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	26,230.42
19-P0057377	06/12/19	12	Career Education Office	Contracted Services	SCHMIDT TERRY A.	72,898.00
19-P0057378	06/12/19	12	International Business	Contracted Services	REED STEPHEN C.	8,250.00
19-P0057379	06/12/19	12	Library Services	Library Books - Periodicals	CALIFORNIA NEWSPAPERS PARTNERSHIP	261.98
19-P0057380	06/12/19	12	Veterans Service Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	275.00
19-P0057381	06/13/19	12	Educational Services Office	District Business/Sponsorships	CALIFORNIA POLYTECHNIC STATE UNIVERSITY FOUNDA	10,000.00
19-P0057382	06/13/19	12	Career Center	Food and Food Service Supplies	SANDY A. MORRIS-PFYL	1,381.84
19-P0057383	06/13/19	12	Health & Wellness Center	Contracted Services	HUGHES DEIDRE	1,050.00
19-P0057384	06/13/19	13	Maintenance	Non-Instructional Supplies	NAVAS GROWERS	715.59
19-P0057385	06/13/19	12	Resource Development	Contracted Services	HOMEBOY INDUSTRIES, INC.	3,500.00
19-P0057386	06/13/19	11	Fire Academy	Instructional Agrmt - Salary	CITY OF GARDEN GROVE	11,223.00
19-P0057387	06/13/19	11	Fire Academy	Instructional Agrmt - Salary	CITY OF FULLERTON	6,268.25
19-P0057388	06/13/19	11	Fire Academy	Instructional Agrmt - Salary	CITY OF FOUNTAIN VALLEY	7,834.25
19-P0057389	06/13/19	11	Fire Academy	Instructional Agrmt - Salary	CITY OF BREA	14,202.50
19-P0057390	06/13/19	11	Fire Academy	Instructional Agrmt - Salary	CITY OF LA VERNE	12,752.25
19-P0057391	06/13/19	11	Fire Academy	Instructional Agrmt - Salary	CITY OF LAGUNA BEACH	16,765.00
19-P0057392	06/13/19	11	Fire Academy	Instructional Agrmt - Salary	CITY OF MONTEBELLO	19,458.50
19-P0057393	06/14/19	11	Human Resources Office	Food and Food Service Supplies	TOP HAT PRODUCTIONS	1,665.52
19-P0057394	06/14/19	41	Facility Planning Office	Buildings - Modular, Lease Pur	CLASS LEASING, LLC	684,600.70
19-P0057395	06/14/19	12	DSPS	Instructional Supplies	DON BOOKSTORE	1,490.17
19-P0057396	06/14/19	12	Outreach	Transportation - Student	ANAHEIM UNION HIGH	414.00
19-P0057397	06/14/19	11	Fire Academy	Instructional Agrmt - Salary	CITY OF RIVERSIDE	89,313.25
19-P0057398	06/14/19	12	DSPS	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	4,138.00
19-P0057399	06/14/19	11	Fire Academy	Instructional Agrmt - Salary	CITY OF RIALTO	13,992.25
19-P0057400	06/14/19	12	DSPS	Equip-All Other >\$1,000<\$5,000	SEHI COMPUTER PRODUCTS	9,335.10
* 19-P0057401	06/14/19	12	Continuing Education Division	Class Schedules/Printing	HAGGARTY PRINTING INC	6,236.55
* 19-P0057401	06/14/19	13	Continuing Education Division	Class Schedules/Printing	HAGGARTY PRINTING INC	5,642.59
PO Amt Total for * 19-P0057401:						11,879.14
19-P0057402	06/14/19	12	DSPS	Equip-Vehicles >\$5,000	YALE CHASE	37,987.01
19-P0057403	06/14/19	12	Safety & Parking - DO	Contracted Services	OC SPECIAL EVENTS SECURITY, INC.	65.00
19-P0057404	06/14/19	12	CJ/Academies	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	88.54
19-P0057405	06/14/19	12	Computer Science	Instructional Supplies	MICRO CENTER	764.67
19-P0057406	06/14/19	11	Safety & Security Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	152.94
19-P0057407	06/14/19	11	Safety & Security Office	Non-Instructional Supplies	BEEGAS BOYS	102.65
19-P0057408	06/14/19	12	LA/OC Regional Consortia	Food and Food Service Supplies	TOP HAT PRODUCTIONS	1,274.14

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Legend: * = Multiple Funds for this P.O.

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-P0199530	05/24/19	12	Educational Services Office	Contracted Services	SAN MATEO COUNTY COMMUNITY COLLEGE	200,000.00
19-P0199533	05/20/19	12	Educational Services Office	Contracted Services	PERALTA COMMUNITY COLLEGE DISTRICT	13,240.00
19-P0199534	05/20/19	12	Educational Services Office	Contracted Services	SANTA CLARITA COMMUNITY COLLEGE DIS	131,000.00
19-P0199535	05/20/19	12	Educational Services Office	Contracted Services	YUBA COMMUNITY COLLEGE DISTRICT	30,000.00
19-P0199536	05/21/19	12	LA/OC Regional Consortia	Contracted Services	EDUCATION WORKFORCE ALLIANCE	30,000.00
19-P0199537	05/24/19	12	Resource Development	Contracted Services	WESTED	1,291,140.00
19-P0199538	05/28/19	11	SAC Continuing Ed-Instruction	Instructional Agrmt - Salary	TALLER SAN JOSE HOPE BUILDERS	57,126.00
19-P0199539	05/31/19	12	Educational Services Office	Contracted Services	WEST HILLS COMMUNITY COLLEGE DISTRICT	17,500.00
19-P0199540	05/31/19	12	Educational Services Office	Contracted Services	LONG BEACH COMMUNITY COLLEGE DIST	131,000.00
19-P0199541	05/31/19	12	Educational Services Office	Contracted Services	LOS ANGELES COMMUNITY COLLEGE DISTRICT	11,712.00
19-P0199542	05/31/19	12	Educational Services Office	Contracted Services	COAST COMMUNITY COLLEGE DISTRICT	200,000.00
19-P0199543	06/06/19	12	Resource Development	Contracted Services	CERRITOS COMMUNITY COLLEGE DISTRICT	518,500.00
19-P0199544	06/07/19	11	Fiscal Services Office	Contracted Services	BANKMOBILE TECHNOLOGIES INC	15,900.00
19-P0199545	06/11/19	11	Purchasing	Contracted Services	RELX INC. YLEXIS NEXIS/REED ELSEVIER	784.00
19-P0199546	06/12/19	11	Orange Educ Ctr-Instruction	Instructional Agrmt - Salary	SOUTH COAST COLLEGE	96.25
19-P0199547	06/14/19	11	District Wide Technology	Software Support Service-Fixed	ELLUCIAN COMPANY L.P.	17,639.00
19-P0199548	06/14/19	12	Educational Services Office	Contracted Services	SEQUOIAS COMMUNITY COLLEGE DISTRICT	131,000.00
19-P0199549	06/14/19	12	Educational Services Office	Contracted Services	INTEGRATIVE IMPACT, LLC	86,000.00
19-P0199550	06/14/19	12	Educational Services Office	Contracted Services	SEQUOIAS COMMUNITY COLLEGE DISTRICT	15,000.00
Grand Total:						\$5,978,096.54

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P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-CAF001038	5/20/2019	31	SAC Café	General Merchandise	BARRY'S DISTRIBUTING	\$106.20
GM-CAF001041	5/21/2019	31	SAC Café	General Merchandise	PEPSI COLA CO	\$1,272.76
GM-CAF001043	5/29/2019	31	SAC Café	General Merchandise	PENS ETC.	\$468.53
GM-CAF001044	5/28/2019	31	SAC Café	General Merchandise	BARRY'S DISTRIBUTING	\$170.82
GM-CAF001046	5/24/2019	31	SAC Café	General Merchandise	PEPSI COLA CO	\$1,051.87
GM-CAF001047	5/28/2019	31	SAC Café	General Merchandise	PEPSI COLA CO	\$478.88
GM-CAF001048	5/31/2019	31	SAC Café	General Merchandise	PEPSI COLA CO	\$1,915.27
GM-CAF001049	5/25/2019	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$1,232.08
GM-CAF001050	6/3/2019	31	SAC Café	General Merchandise	BARRY'S DISTRIBUTING	\$65.16
GM-CAF001051	6/4/2019	31	SAC Café	General Merchandise	PEPSI COLA CO	\$513.82
GM-CAF001052	6/4/2019	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$1,273.90
GM-CAF001053	6/10/2019	31	SAC Café	General Merchandise	PEPSI COLA CO	\$616.65
GM-CAF001054	6/7/2019	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$631.40
GM-CAF001055	6/10/2019	31	SAC Café	General Merchandise	A&E DISTRIBUTION	\$1,772.11
GM-CAF001056	6/10/2019	31	SAC Café	General Merchandise	A&E DISTRIBUTION	\$3,021.75
GM-CAF001057	6/10/2019	31	SAC Café	General Merchandise	A&E DISTRIBUTION	\$2,477.09
GM-CAF001058	6/10/2019	31	SAC Café	General Merchandise	A&E DISTRIBUTION	\$1,080.13
GM-DON002931	5/21/2019	31	SAC Bookstore	General Merchandise	SCHOOL DATEBOOKS	\$1,316.00
GM-EXPR001714	5/20/2019	31	Don Express	General Merchandise	BARRY'S DISTRIBUTING	\$127.62
GM-EXPR001717	5/29/2019	31	Don Express	General Merchandise	PENS ETC.	\$290.06
GM-EXPR001718	6/3/2019	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$1,158.24
GM-EXPR001719	6/3/2019	31	Don Express	General Merchandise	BARRY'S DISTRIBUTING	\$74.16
GM-EXPR001720	5/28/2019	31	Don Express	General Merchandise	BARRY'S DISTRIBUTING	\$282.24
GM-EXPR001721	5/21/2019	31	Don Express	General Merchandise	PEPSI COLA CO	\$973.08
GM-EXPR001722	5/28/2019	31	Don Express	General Merchandise	PEPSI COLA CO	\$497.68
GM-EXPR001723	5/28/2019	31	Don Express	General Merchandise	PEPSI COLA CO	\$1,438.90
GM-EXPR001724	6/4/2019	31	Don Express	General Merchandise	PEPSI COLA CO	\$1,200.70
GM-EXPR001725	6/4/2019	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$1,471.39
GM-EXPR001726	6/7/2019	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$979.00
GM-EXPR001727	6/10/2019	31	Don Express	General Merchandise	A&E DISTRIBUTION	\$1,962.66
GM-EXPR001728	6/10/2019	31	Don Express	General Merchandise	A&E DISTRIBUTION	\$2,484.41
GM-EXPR001729	6/10/2019	31	Don Express	General Merchandise	A&E DISTRIBUTION	\$2,585.27
GM-EXPR001730	6/10/2019	31	Don Express	General Merchandise	A&E DISTRIBUTION	\$913.10
GM-EXPR001732	6/7/2019	31	Don Express	General Merchandise	PEPSI COLA CO	\$1,114.84
GM-HAWK003086	5/20/2019	31	SCC Bookstore	General Merchandise	DA LUAU HAWAIIAN GRILL	\$355.00
GM-HAWK003087	5/20/2019	31	SCC Bookstore	General Merchandise	SUBWAY SANTIAGO AUTO SPA	\$952.19
GM-HAWK003088	5/20/2019	31	SCC Bookstore	General Merchandise	SUBWAY SANTIAGO AUTO SPA	\$1,010.28

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-HAWK003089	5/20/2019	31	SCC Bookstore	General Merchandise	SUBWAY SANTIAGO AUTO SPA	\$980.65
GM-HAWK003090	5/20/2019	31	SCC Bookstore	General Merchandise	A&E DISTRIBUTION	\$1,461.44
GM-HAWK003091	5/20/2019	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$734.42
GM-HAWK003092	5/20/2019	31	SCC Bookstore	General Merchandise	A&E DISTRIBUTION	\$345.20
GM-HAWK003093	5/20/2019	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$505.02
GM-HAWK003094	5/20/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$387.05
GM-HAWK003095	5/20/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$584.32
GM-HAWK003098	5/21/2019	31	SCC Bookstore	General Merchandise	HANY WAHBA	\$167.70
GM-HAWK003100	5/21/2019	31	SCC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$90.72
GM-HAWK003101	5/21/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$562.08
GM-HAWK003102	5/23/2019	31	SCC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$93.42
GM-HAWK003103	5/23/2019	31	SCC Bookstore	General Merchandise	DA LUAU HAWAIIAN GRILL	\$355.00
GM-HAWK003104	5/28/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$310.99
GM-HAWK003105	5/28/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$292.35
GM-HAWK003106	5/28/2019	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$773.74
GM-HAWK003107	5/28/2019	31	SCC Bookstore	General Merchandise	SANTIAGO HILLS AUTO SPA	\$959.62
GM-HAWK003108	5/28/2019	31	SCC Bookstore	General Merchandise	SANTIAGO HILLS AUTO SPA	\$833.76
GM-HAWK003109	5/28/2019	31	SCC Bookstore	General Merchandise	SANTIAGO HILLS AUTO SPA	\$833.76
GM-HAWK003110	5/30/2019	31	SCC Bookstore	General Merchandise	HAMILTON BELL CO	\$236.00
GM-HAWK003111	5/30/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$506.60
GM-HAWK003112	5/30/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$166.99
GM-HAWK003113	6/3/2019	31	SCC Bookstore	General Merchandise	OAK HALL CAP & GOWNS	\$673.25
GM-HAWK003114	6/3/2019	31	SCC Bookstore	General Merchandise	DA LUAU HAWAIIAN GRILL	\$300.00
GM-HAWK003115	6/4/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$249.88
GM-HAWK003116	6/4/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$133.77
GM-HAWK003117	6/4/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$110.11
GM-HAWK003118	6/4/2019	31	SCC Bookstore	General Merchandise	DA LUAU HAWAIIAN GRILL	\$300.00
GM-HAWK003119	6/4/2019	31	SCC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$95.58
GM-HAWK003120	6/4/2019	31	SCC Bookstore	General Merchandise	SULLIVAN, MICHAEL	\$80.10
GM-HAWK003121	6/4/2019	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$324.34
GM-HAWK003123	6/10/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$309.09
GM-HAWK003124	6/11/2019	31	SCC Bookstore	General Merchandise	DA LUAU HAWAIIAN GRILL	\$300.00
GM-HAWK003125	6/11/2019	31	SCC Bookstore	General Merchandise	SUBWAY SANTIAGO AUTO SPA	\$340.63
GM-HAWK003126	6/13/2019	31	SCC Bookstore	General Merchandise	BAR CHARTS INC	\$100.80
TX-CEC000578	5/20/2019	31	CEC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$352.50
TX-CEC000579	5/23/2019	31	CEC Bookstore	Textbook	CENGAGE LEARNING	\$450.00
TX-CEC000580	5/29/2019	31	CEC Bookstore	Textbook	OXFORD UNIVERSITY PRESS	\$288.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-DON005720	6/6/2019	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$14,352.57
TX-DON005721	6/6/2019	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$9,169.30
TX-DON005722	6/7/2019	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$1,121.08
TX-DON005723	6/7/2019	31	SAC Bookstore	Textbook	SOUTHWEST ED ENTERPRISES	\$571.20
TX-DON005724	6/7/2019	31	SAC Bookstore	Textbook	MONTEZUMA PUBLISHING	\$512.30
TX-DON005725	6/7/2019	31	SAC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$13,873.72
TX-DON005726	6/7/2019	31	SAC Bookstore	Textbook	HAYDEN-MCNEIL	\$487.55
TX-DON005727	6/7/2019	31	SAC Bookstore	Textbook	INDICO FORMERLY NACSCORP	\$1,314.54
TX-DON005728	6/7/2019	31	SAC Bookstore	Textbook	KJOS MUSIC CO	\$127.60
TX-DON005729	6/7/2019	31	SAC Bookstore	Textbook	ARTE PUBLICATIONS	\$172.08
TX-DON005731	6/7/2019	31	SAC Bookstore	Textbook	PEARSON EDUCATION	\$10,875.00
TX-DON005732	6/7/2019	31	SAC Bookstore	Textbook	KENDALL PUBLISHING	\$3,830.40
TX-DON005735	6/7/2019	31	SAC Bookstore	Textbook	OXFORD UNIVERSITY PRESS	\$1,866.25
TX-DON005736	6/7/2019	31	SAC Bookstore	Textbook	JONES & BARTLETT LEARNING	\$478.75
TX-DON005737	6/7/2019	31	SAC Bookstore	Textbook	HOPKINS FULFILLMENT SERVICES	\$143.64
TX-DON005738	6/7/2019	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$12,550.19
TX-DON005739	6/7/2019	31	SAC Bookstore	Textbook	TOWNSEND PRESS	\$759.60
TX-DON005740	6/7/2019	31	SAC Bookstore	Textbook	MPS FORMERLY VHPS	\$4,903.27
TX-DON005741	6/7/2019	31	SAC Bookstore	Textbook	ELSEVIER HEALTH SCIENCE	\$548.48
TX-DON005742	6/7/2019	31	SAC Bookstore	Textbook	PARADIGM PUBLISHING CO.	\$1,530.75
TX-DON005743	6/7/2019	31	SAC Bookstore	Textbook	NORTON, INC.	\$1,863.50
TX-DON005744	6/7/2019	31	SAC Bookstore	Textbook	JOHN WILEY & SONS, INC	\$6,480.00
TX-DON005745	6/7/2019	31	SAC Bookstore	Textbook	ASHBURY PUBLISHING LLC	\$1,485.00
TX-DON005746	6/7/2019	31	SAC Bookstore	Textbook	WEST ACADEMIC	\$600.00
TX-DON005747	6/7/2019	31	SAC Bookstore	Textbook	ARGUS	\$4,550.00
TX-DON005748	6/7/2019	31	SAC Bookstore	Textbook	IFSTA	\$584.00
TX-DON005749	6/7/2019	31	SAC Bookstore	Textbook	SLACK INCORPORATED	\$671.44
TX-DON005750	6/7/2019	31	SAC Bookstore	Textbook	CERTIPOINT SALES	\$2,908.50
TX-DON005751	6/7/2019	31	SAC Bookstore	Textbook	BROADVIEW PRESS	\$223.68
TX-DON005754	6/7/2019	31	SAC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$5,340.75
TX-DON005755	6/7/2019	31	SAC Bookstore	Textbook	PEARSON EDUCATION	\$8,973.40
TX-DON005756	6/7/2019	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$2,316.50
TX-DON005757	6/7/2019	31	SAC Bookstore	Textbook	INDICO FORMERLY NACSCORP	\$220.80
TX-DON005758	6/10/2019	31	SAC Bookstore	Textbook	University Readers	\$899.40
TX-DON005759	6/10/2019	31	SAC Bookstore	Textbook	AMAZON	\$474.75
TX-DON005760	6/10/2019	31	SAC Bookstore	Textbook	INDICO FORMERLY NACSCORP	\$87.40
TX-DON005761	6/10/2019	31	SAC Bookstore	Textbook	NORTON, INC.	\$148.05

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P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-DON005762	6/11/2019	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$800.00
TX-DON005763	6/11/2019	31	SAC Bookstore	Textbook	AMAZON	\$174.64
TX-DON005764	6/11/2019	31	SAC Bookstore	Textbook	AMAZON	\$252.35
TX-DON005765	6/11/2019	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$900.00
TX-DON005766	6/11/2019	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$144.00
TX-DON005767	6/11/2019	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$135.00
TX-DON005768	6/12/2019	31	SAC Bookstore	Textbook	AMAZON	\$609.30
TX-DON005769	6/12/2019	31	SAC Bookstore	Textbook	AMAZON	\$626.50
TX-DON005770	6/12/2019	31	SAC Bookstore	Textbook	AMAZON	\$268.16
TX-DON005771	6/12/2019	31	SAC Bookstore	Textbook	AMAZON	\$52.00
TX-DON005772	6/12/2019	31	SAC Bookstore	Textbook	INDICO FORMERLY NACSCORP	\$78.00
TX-DON005773	6/14/2019	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$400.00
TX-HAWK004313	5/28/2019	31	SCC Bookstore	Textbook	ACS DIVCHED EXAM INST.	\$330.00
TX-HAWK004332	6/4/2019	31	SCC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$10,947.09
TX-HAWK004333	6/4/2019	31	SCC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$4,815.53
TX-HAWK004334	6/4/2019	31	SCC Bookstore	Textbook	PEARSON EDUCATION	\$3,445.01
TX-HAWK004335	6/4/2019	31	SCC Bookstore	Textbook	HAYDEN-MCNEIL	\$278.60
TX-HAWK004338	6/4/2019	31	SCC Bookstore	Textbook	MONTEZUMA PUBLISHING	\$333.46
TX-HAWK004339	6/4/2019	31	SCC Bookstore	Textbook	CENGAGE LEARNING	\$1,498.75
TX-HAWK004340	6/4/2019	31	SCC Bookstore	Textbook	MORTON	\$1,175.37
TX-HAWK004341	6/4/2019	31	SCC Bookstore	Textbook	ROCKWELL PUBLISHING	\$827.83
TX-HAWK004342	6/4/2019	31	SCC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$3,240.00
TX-HAWK004343	6/4/2019	31	SCC Bookstore	Textbook	BLUEDOOR	\$2,269.50
TX-HAWK004346	6/4/2019	31	SCC Bookstore	Textbook	VISTA HIGHER LEARNING	\$480.00
TX-HAWK004347	6/4/2019	31	SCC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$3,713.00
TX-HAWK004348	6/4/2019	31	SCC Bookstore	Textbook	RITTENHOUSE	\$933.66
TX-HAWK004349	6/11/2019	31	SCC Bookstore	Textbook	INDICO FORMERLY NACSCORP	\$167.80
TX-HAWK004351	6/11/2019	31	SCC Bookstore	Textbook	CENGAGE LEARNING	\$900.00
TX-HAWK004353	6/11/2019	31	SCC Bookstore	Textbook	INDICO FORMERLY NACSCORP	\$556.40
TX-HAWK004354	6/11/2019	31	SCC Bookstore	Textbook	NORTON, INC.	\$4,521.00
TX-HAWK004356	6/11/2019	31	SCC Bookstore	Textbook	UNIVERSITY ENTERPRISES	\$1,080.00
TX-HAWK004357	6/11/2019	31	SCC Bookstore	Textbook	MONTEZUMA PUBLISHING	\$160.77
TX-HAWK004358	6/11/2019	31	SCC Bookstore	Textbook	BLUEDOOR	\$1,320.00
TX-HAWK004360	6/11/2019	31	SCC Bookstore	Textbook	XYZ TEXTBOOKS	\$1,012.00
TX-HAWK004361	6/11/2019	31	SCC Bookstore	Textbook	CENGAGE LEARNING	\$990.00
Grand Total :						\$221,375.28

Legend for All Funds at RSCCD	
Fund	Description
11	General Fund Unrestricted
12	General Fund Restricted
13	GF Unrestricted One-Time Funds
21	Bond Int & Red Fund, Series A
22	Bond Int & Red Fund, Series B
23	Bond Int & Red Fund, Series C
24	Bond Interest & Redemp Fund
31	Bookstore Fund
33	Child Development Fund
41	Capital Outlay Projects Fund
42	Bond Fund, Measure E
43	Bond Fund, Measure Q
51	Fixed Assets
52	Cash Flow Fund
61	Property and Liability Fund
62	Workers' Compensation Fund
63	Retiree Benefits Fund
71	Associated Students Fund
72	Representation Fee Trust Fund
74	Student Financial Aid Fund
76	Community Education Fund
79	Diversified Trust Fund
81	Diversified Agency Fund
91	Foundation Gen Op Fund Uninvst
92	Foundation Gen Op Fund Invest
93	Foundation Trust Fund Uninvest
94	Foundation Trust Fund Invested
95	Foundation Scholar Fund Uninvst
96	Foundation Scholar Fund Invest
97	Foundation Rest Rev Fund Uninv
98	Foundation Rest Rev Fund Invst
99	Foundation Endowment Fund

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Legend: * = Multiple Funds for this P.O.

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**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 19, 2019 THROUGH JUNE 15, 2019
BOARD MEETING OF JULY 15, 2019**

P.O. #	Amount	Description	Department	Comment
19-P0057170	\$137,712.75	Defendpoint security software	DO- ITS	Purchased from the California Multiple Award Schedule (CMAS) Contract #3-12-70-2247E Board Approved: April 29, 2019
19-P0057195	\$24,805.42	E-books to be added to existing collections	SAC- Library	Approved by Jeffrey Lamb on May 22, 2019
19-P0057217	\$174,999.00	Prop 39 Year 5 Portables HVAC upgrades project at Santiago Canyon College	DO- Facility Planning	Bid #1371 Board Approved: May 28, 2019
19-P0057229	\$16,280.00	Barrier removal utility survey at Santiago Canyon College	DO- Facility Planning	Received Quotations: *1. C-Below 2. Utility Locate *Successful Bidder
19-P0057231	\$40,060.00	Conference registration fees for students participating in the Upward Bound Math & Science Summer Residential Program 2019 at Chapman University	SCC- Upward Bound	Board Approved: April 16, 2019
19-P0057247	\$44,134.72	Science equipment and supplies for the Santa Ana College Science Center project	DO- Facility Planning	Purchased from the NASPO Valuepoint Master Agreement #MA16000234-1 & DGS Master Agreement #7-16-99-26-02 Board Approved: April 24, 2017
19-P0057250	\$42,415.00	Upward Bound Math & Science Summer Residential Program 2019 at Chapman University for 30 students and 4 staff	SCC- Upward Bound	Board Approved: April 16, 2019

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 19, 2019 THROUGH JUNE 15, 2019
BOARD MEETING OF JULY 15, 2019**

P.O. #	Amount	Description	Department	Comment
19-P0057252	\$16,268.48	Automobile alignment system software and kits	SAC- Automotive Technology	Received Quotations: *1. Mohawk Resource Ltd. 2. Hunter Engineering Company *Successful Bidder
19-P0057256	\$42,076.00	Project inspector services for the Library drywall repair project at Santiago Canyon College	DO- Facility Planning	Board Approved: May 28, 2019
19-P0057257	\$17,064.00	Project inspector services for the paper towel dispenser replacement project at Santiago Canyon College	DO- Facility Planning	Board Approved: May 28, 2019
19-P0057263	\$30,896.45	Desktop computers with extended warranties	SAC- Television/Video	Sole Source Board approved: July 25, 2005
19-P0057279	\$20,881.60	Laptop computers, touch monitors, printer, and scanners for student use	SCC- DSPS	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #MNNVP-133 Board Approved: November 9, 2015
19-P0057281	\$154,000.00	Learning Resources Center drywall repairs at Santiago Canyon College	DO- Facility Planning	Bid #1370 Board Approved: May 28, 2019
19-P0057283	\$63,296.00	Child Development Center phase 3 improvements	SAC- EHS	Bid #1372 Board Approved: May 28, 2019
19-P0057292	\$17,133.00	Busses to transport Santa Ana high school students to and from the Santa Ana College campus for the Early Decision Event	SAC- Outreach	Received Quotations: *1. JFK Transportation Co. 2. Certified Transportation *Successful Bidder

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**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 19, 2019 THROUGH JUNE 15, 2019
BOARD MEETING OF JULY 15, 2019**

P.O. #	Amount	Description	Department	Comment
19-P0057313	\$16,102.86	Mower and components for Santiago Canyon College Maintenance and Operations division	DO- Facility Planning	Received Quotations: *1. B & M Lawn and Garden Center 2. Alan's Lawn & Garden Center *Successful Bidder
19-P0057318	\$227,600.00	Barrier removal paper towel dispenser project at Santiago Canyon College	DO- Facility Planning	Bid #1369 Board Approved: May 28, 2019
19-P0057336	\$21,000.00	Consulting services for IT management and transitional onboarding assistance	DO- ITS	Board Approved: May 28, 2019
19-P0057339	\$38,200.00	Audit services for the 2018/2019 fiscal year	DO- Fiscal Services	Board Approved: January 14, 2019
19-P0057346	\$28,500.00	Design and conduct Bond Feasibility Survey 2019	DO- Business Operations	Board Approved: March 25, 2019
19-P0057348	\$23,950.00	Partition removal and painting for Suite 301 at the District Operations Center	DO- Facility Planning	Received Quotations: *1. RT Contractor Corp. 2. De La Torre Commercial Interiors, Inc. *Successful Bidder
19-P0057350	\$60,535.43	Portable audio visual displays	SAC- Television/Video	Received Quotations: *1. B+H Photo Video Inc 2. E.C. Pro Video Systems, Inc. 3. Adorama *Successful Bidder

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 19, 2019 THROUGH JUNE 15, 2019
BOARD MEETING OF JULY 15, 2019**

P.O. #	Amount	Description	Department	Comment
19-P0057367	\$59,974.55	Mobile Television Production Studio	SAC- Television/Video	Received Quotations: *1. Key Code Media 2. JVC Kenwood 3. Triton Technology Solutions *Successful Bidder
19-P0057370	\$44,275.00	Consulting services for the Data Integrity project	DO- Educational Services	Board Approved: November 26, 2018
19-P0057371	\$177,036.01	Desktop computers, displays, and extended warranties for Santiago Canyon College	DO- ITS	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #MNNVP-133 Board Approved: November 9, 2015
19-P0057376	\$26,230.42	Desktop computers, displays, and extended warranties for the new science center at Santa Ana College	DO- Facility Planning	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #MNNVP-133 Board Approved: November 9, 2015
19-P0057377	\$72,898.00	Coordinator of day-to-day activities associated with development for the Santiago Canyon College Automation and Control System and the LAOCRC regional Automation Pathway Program	SCC- Business and Career Education	Board Approved: March 25, 2019
19-P0057391	\$16,765.00	Instructional training for Fire Fighters - City of Laguna Beach	SAC- Fire Tech	Board Approved: September 10, 2018
19-P0057392	\$19,458.50	Instructional training for Fire Fighters - City of Montebello	SAC- Fire Tech	Board Approved: June 11, 2018

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 19, 2019 THROUGH JUNE 15, 2019
BOARD MEETING OF JULY 15, 2019**

P.O. #	Amount	Description	Department	Comment
19-P0057394	\$684,600.70	Fabrication and installation of new DSA Safety/Security building for Santiago Canyon College	DO- Facility Planning	Board Approved: April 23, 2018
19-P0057397	\$89,313.25	Instructional training for Fire Fighters - City of Riverside	SAC- Fire Tech	Board Approved: July 20, 2015
19-P0057402	\$37,987.01	2019 Taylor Dunn 48 volt electric burden carrier	SCC- DSPS	Received Quotations: *1. Yale Chase 2. Saddleback Golf Cars *Successful Bidder
19-P0199530	\$200,000.00	Sub-agreement with San Mateo County CCD on behalf of College of San Mateo to host the Bay Area region Deputy Sector Navigator for Energy, Construction and Utilities	DO- Resource Development	Board Approved: February 4, 2019
19-P0199534	\$131,000.00	Sub-agreement with Santa Clarita CCD on behalf of College of the Canyons to participate in an Industry Sector Projects in Common (ISPIC) for Health	DO- Resource Development	Board Approved: February 25, 2019
19-P0199535	\$30,000.00	Sub-agreement with Yuba CCD on behalf of Woodland Community College to participate in an Industry Sector Projects in Common (ISPIC) for Agriculture, Water and Environmental Technologies	DO- Resource Development	Board Approved: February 25, 2019

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 19, 2019 THROUGH JUNE 15, 2019
BOARD MEETING OF JULY 15, 2019**

P.O. #	Amount	Description	Department	Comment
19-P0199536	\$30,000.00	Support for planning process, infrastructure support and development of key guidance for the implementation of the California K12 Strong Workforce Program	DO- LAOCRC	Board Approved: February 25, 2019
19-P0199537	\$1,291,140.00	Sub-agreement with WestEd to support the design and implementation of operational systems and provide assistance supporting the grant initiative	DO- Resource Development	Board Approved: December 10, 2018
19-P0199538	\$57,126.00	Vocational instruction of State-approved certificate program in Construction Technology	SAC- Continuing Ed- Instruction	Board Approved: August 13, 2018
19-P0199539	\$17,500.00	Sub-agreement with West Hills CCD on behalf of West Hills College to participate in an Industry Sector Projects in Common (ISPIC) for Retail/Hospitality/Tourism	DO- Resource Development	Board Approved: March 25, 2019
19-P0199540	\$131,000.00	Sub-agreement with Long Beach CCD on behalf of Long Beach City College to participate in an Industry Sector Projects in Common (ISPIC) for Global Trade	DO- Resource Development	Board Approved: February 25, 2019
19-P0199542	\$200,000.00	Sub-agreement with Coast CCD on behalf of Golden West College to host the Los Angeles/Orange County region Deputy Sector Navigator for Advanced Transportation and Logistics	DO- Resource Development	Board Approved: October 29, 2018

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 19, 2019 THROUGH JUNE 15, 2019
BOARD MEETING OF JULY 15, 2019**

P.O. #	Amount	Description	Department	Comment
19-P0199543	\$518,500.00	Sub-agreement with Cerritos CCD on behalf of Cerritos College to implement round 3 of the Strong Workforce Program Regional Apportionment	DO- Resource Development	Board Approved: February 27, 2017
19-P0199544	\$15,900.00	Subscription fee for refund disbursement services	DO- Fiscal Services	Board Approved: June 11, 2018
19-P0199547	\$17,639.00	Subscription fee for Canvas Intelligent Learning Platform	DO- ITS	Board Approved: March 26, 2018
19-P0199548	\$131,000.00	Sub-agreement with Sequoias CCD on behalf of College of the Sequoias to participate in an Industry Sector Projects in Common (ISPIC) for Advanced Manufacturing	DO- Resource Development	Board Approved: March 25, 2019
19-P0199549	\$86,000.00	Sub-agreement with Integrative Impact LLC to participate in an Industry Sector Projects in Common (ISPIC) for Information and Communication Technologies (ICT)/Digital Media	DO- Resource Development	Board Approved: May 28, 2019
19-P0199550	\$15,000.00	Sub-agreement with Sequoias CCD on behalf of College of the Sequoias to participate in an Industry Sector Projects in Common (ISPIC) for Retail/Hospitality/Tourism	DO- Resource Development	Board Approved: March 25, 2019

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-CAF001038	5/20/2019	31	SAC Café	General Merchandise	BARRY'S DISTRIBUTING	\$106.20
GM-CAF001041	5/21/2019	31	SAC Café	General Merchandise	PEPSI COLA CO	\$1,272.76
GM-CAF001043	5/29/2019	31	SAC Café	General Merchandise	PENS ETC.	\$468.53
GM-CAF001044	5/28/2019	31	SAC Café	General Merchandise	BARRY'S DISTRIBUTING	\$170.82
GM-CAF001046	5/24/2019	31	SAC Café	General Merchandise	PEPSI COLA CO	\$1,051.87
GM-CAF001047	5/28/2019	31	SAC Café	General Merchandise	PEPSI COLA CO	\$478.88
GM-CAF001048	5/31/2019	31	SAC Café	General Merchandise	PEPSI COLA CO	\$1,915.27
GM-CAF001049	5/25/2019	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$1,232.08
GM-CAF001050	6/3/2019	31	SAC Café	General Merchandise	BARRY'S DISTRIBUTING	\$65.16
GM-CAF001051	6/4/2019	31	SAC Café	General Merchandise	PEPSI COLA CO	\$513.82
GM-CAF001052	6/4/2019	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$1,273.90
GM-CAF001053	6/10/2019	31	SAC Café	General Merchandise	PEPSI COLA CO	\$616.65
GM-CAF001054	6/7/2019	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$631.40
GM-CAF001055	6/10/2019	31	SAC Café	General Merchandise	A&E DISTRIBUTION	\$1,772.11
GM-CAF001056	6/10/2019	31	SAC Café	General Merchandise	A&E DISTRIBUTION	\$3,021.75
GM-CAF001057	6/10/2019	31	SAC Café	General Merchandise	A&E DISTRIBUTION	\$2,477.09
GM-CAF001058	6/10/2019	31	SAC Café	General Merchandise	A&E DISTRIBUTION	\$1,080.13
GM-DON002931	5/21/2019	31	SAC Bookstore	General Merchandise	SCHOOL DATEBOOKS	\$1,316.00
GM-EXPR001714	5/20/2019	31	Don Express	General Merchandise	BARRY'S DISTRIBUTING	\$127.62
GM-EXPR001717	5/29/2019	31	Don Express	General Merchandise	PENS ETC.	\$290.06
GM-EXPR001718	6/3/2019	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$1,158.24
GM-EXPR001719	6/3/2019	31	Don Express	General Merchandise	BARRY'S DISTRIBUTING	\$74.16
GM-EXPR001720	5/28/2019	31	Don Express	General Merchandise	BARRY'S DISTRIBUTING	\$282.24
GM-EXPR001721	5/21/2019	31	Don Express	General Merchandise	PEPSI COLA CO	\$973.08
GM-EXPR001722	5/28/2019	31	Don Express	General Merchandise	PEPSI COLA CO	\$497.68
GM-EXPR001723	5/28/2019	31	Don Express	General Merchandise	PEPSI COLA CO	\$1,438.90
GM-EXPR001724	6/4/2019	31	Don Express	General Merchandise	PEPSI COLA CO	\$1,200.70
GM-EXPR001725	6/4/2019	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$1,471.39
GM-EXPR001726	6/7/2019	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$979.00
GM-EXPR001727	6/10/2019	31	Don Express	General Merchandise	A&E DISTRIBUTION	\$1,962.66
GM-EXPR001728	6/10/2019	31	Don Express	General Merchandise	A&E DISTRIBUTION	\$2,484.41
GM-EXPR001729	6/10/2019	31	Don Express	General Merchandise	A&E DISTRIBUTION	\$2,585.27
GM-EXPR001730	6/10/2019	31	Don Express	General Merchandise	A&E DISTRIBUTION	\$913.10
GM-EXPR001732	6/7/2019	31	Don Express	General Merchandise	PEPSI COLA CO	\$1,114.84
GM-HAWK003086	5/20/2019	31	SCC Bookstore	General Merchandise	DA LUAU HAWAIIAN GRILL	\$355.00
GM-HAWK003087	5/20/2019	31	SCC Bookstore	General Merchandise	SUBWAY SANTIAGO AUTO SPA	\$952.19
GM-HAWK003088	5/20/2019	31	SCC Bookstore	General Merchandise	SUBWAY SANTIAGO AUTO SPA	\$1,010.28

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P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-HAWK003089	5/20/2019	31	SCC Bookstore	General Merchandise	SUBWAY SANTIAGO AUTO SPA	\$980.65
GM-HAWK003090	5/20/2019	31	SCC Bookstore	General Merchandise	A&E DISTRIBUTION	\$1,461.44
GM-HAWK003091	5/20/2019	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$734.42
GM-HAWK003092	5/20/2019	31	SCC Bookstore	General Merchandise	A&E DISTRIBUTION	\$345.20
GM-HAWK003093	5/20/2019	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$505.02
GM-HAWK003094	5/20/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$387.05
GM-HAWK003095	5/20/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$584.32
GM-HAWK003098	5/21/2019	31	SCC Bookstore	General Merchandise	HANY WAHBA	\$167.70
GM-HAWK003100	5/21/2019	31	SCC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$90.72
GM-HAWK003101	5/21/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$562.08
GM-HAWK003102	5/23/2019	31	SCC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$93.42
GM-HAWK003103	5/23/2019	31	SCC Bookstore	General Merchandise	DA LUAU HAWAIIAN GRILL	\$355.00
GM-HAWK003104	5/28/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$310.99
GM-HAWK003105	5/28/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$292.35
GM-HAWK003106	5/28/2019	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$773.74
GM-HAWK003107	5/28/2019	31	SCC Bookstore	General Merchandise	SANTIAGO HILLS AUTO SPA	\$959.62
GM-HAWK003108	5/28/2019	31	SCC Bookstore	General Merchandise	SANTIAGO HILLS AUTO SPA	\$833.76
GM-HAWK003109	5/28/2019	31	SCC Bookstore	General Merchandise	SANTIAGO HILLS AUTO SPA	\$833.76
GM-HAWK003110	5/30/2019	31	SCC Bookstore	General Merchandise	HAMILTON BELL CO	\$236.00
GM-HAWK003111	5/30/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$506.60
GM-HAWK003112	5/30/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$166.99
GM-HAWK003113	6/3/2019	31	SCC Bookstore	General Merchandise	OAK HALL CAP & GOWNS	\$673.25
GM-HAWK003114	6/3/2019	31	SCC Bookstore	General Merchandise	DA LUAU HAWAIIAN GRILL	\$300.00
GM-HAWK003115	6/4/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$249.88
GM-HAWK003116	6/4/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$133.77
GM-HAWK003117	6/4/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$110.11
GM-HAWK003118	6/4/2019	31	SCC Bookstore	General Merchandise	DA LUAU HAWAIIAN GRILL	\$300.00
GM-HAWK003119	6/4/2019	31	SCC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$95.58
GM-HAWK003120	6/4/2019	31	SCC Bookstore	General Merchandise	SULLIVAN, MICHAEL	\$80.10
GM-HAWK003121	6/4/2019	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$324.34
GM-HAWK003123	6/10/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$309.09
GM-HAWK003124	6/11/2019	31	SCC Bookstore	General Merchandise	DA LUAU HAWAIIAN GRILL	\$300.00
GM-HAWK003125	6/11/2019	31	SCC Bookstore	General Merchandise	SUBWAY SANTIAGO AUTO SPA	\$340.63
GM-HAWK003126	6/13/2019	31	SCC Bookstore	General Merchandise	BAR CHARTS INC	\$100.80
TX-CEC000578	5/20/2019	31	CEC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$352.50
TX-CEC000579	5/23/2019	31	CEC Bookstore	Textbook	CENGAGE LEARNING	\$450.00
TX-CEC000580	5/29/2019	31	CEC Bookstore	Textbook	OXFORD UNIVERSITY PRESS	\$288.00

4.22 (22)

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-DON005720	6/6/2019	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$14,352.57
TX-DON005721	6/6/2019	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$9,169.30
TX-DON005722	6/7/2019	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$1,121.08
TX-DON005723	6/7/2019	31	SAC Bookstore	Textbook	SOUTHWEST ED ENTERPRISES	\$571.20
TX-DON005724	6/7/2019	31	SAC Bookstore	Textbook	MONTEZUMA PUBLISHING	\$512.30
TX-DON005725	6/7/2019	31	SAC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$13,873.72
TX-DON005726	6/7/2019	31	SAC Bookstore	Textbook	HAYDEN-MCNEIL	\$487.55
TX-DON005727	6/7/2019	31	SAC Bookstore	Textbook	INDICO FORMERLY NACSCORP	\$1,314.54
TX-DON005728	6/7/2019	31	SAC Bookstore	Textbook	KJOS MUSIC CO	\$127.60
TX-DON005729	6/7/2019	31	SAC Bookstore	Textbook	ARTE PUBLICATIONS	\$172.08
TX-DON005731	6/7/2019	31	SAC Bookstore	Textbook	PEARSON EDUCATION	\$10,875.00
TX-DON005732	6/7/2019	31	SAC Bookstore	Textbook	KENDALL PUBLISHING	\$3,830.40
TX-DON005735	6/7/2019	31	SAC Bookstore	Textbook	OXFORD UNIVERSITY PRESS	\$1,866.25
TX-DON005736	6/7/2019	31	SAC Bookstore	Textbook	JONES & BARTLETT LEARNING	\$478.75
TX-DON005737	6/7/2019	31	SAC Bookstore	Textbook	HOPKINS FULFILLMENT SERVICES	\$143.64
TX-DON005738	6/7/2019	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$12,550.19
TX-DON005739	6/7/2019	31	SAC Bookstore	Textbook	TOWNSEND PRESS	\$759.60
TX-DON005740	6/7/2019	31	SAC Bookstore	Textbook	MPS FORMERLY VHPS	\$4,903.27
TX-DON005741	6/7/2019	31	SAC Bookstore	Textbook	ELSEVIER HEALTH SCIENCE	\$548.48
TX-DON005742	6/7/2019	31	SAC Bookstore	Textbook	PARADIGM PUBLISHING CO.	\$1,530.75
TX-DON005743	6/7/2019	31	SAC Bookstore	Textbook	NORTON, INC.	\$1,863.50
TX-DON005744	6/7/2019	31	SAC Bookstore	Textbook	JOHN WILEY & SONS, INC	\$6,480.00
TX-DON005745	6/7/2019	31	SAC Bookstore	Textbook	ASHBURY PUBLISHING LLC	\$1,485.00
TX-DON005746	6/7/2019	31	SAC Bookstore	Textbook	WEST ACADEMIC	\$600.00
TX-DON005747	6/7/2019	31	SAC Bookstore	Textbook	ARGUS	\$4,550.00
TX-DON005748	6/7/2019	31	SAC Bookstore	Textbook	IFSTA	\$584.00
TX-DON005749	6/7/2019	31	SAC Bookstore	Textbook	SLACK INCORPORATED	\$671.44
TX-DON005750	6/7/2019	31	SAC Bookstore	Textbook	CERTIPOINT SALES	\$2,908.50
TX-DON005751	6/7/2019	31	SAC Bookstore	Textbook	BROADVIEW PRESS	\$223.68
TX-DON005754	6/7/2019	31	SAC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$5,340.75
TX-DON005755	6/7/2019	31	SAC Bookstore	Textbook	PEARSON EDUCATION	\$8,973.40
TX-DON005756	6/7/2019	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$2,316.50
TX-DON005757	6/7/2019	31	SAC Bookstore	Textbook	INDICO FORMERLY NACSCORP	\$220.80
TX-DON005758	6/10/2019	31	SAC Bookstore	Textbook	University Readers	\$899.40
TX-DON005759	6/10/2019	31	SAC Bookstore	Textbook	AMAZON	\$474.75
TX-DON005760	6/10/2019	31	SAC Bookstore	Textbook	INDICO FORMERLY NACSCORP	\$87.40
TX-DON005761	6/10/2019	31	SAC Bookstore	Textbook	NORTON, INC.	\$148.05

4.22 (23)

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-DON005762	6/11/2019	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$800.00
TX-DON005763	6/11/2019	31	SAC Bookstore	Textbook	AMAZON	\$174.64
TX-DON005764	6/11/2019	31	SAC Bookstore	Textbook	AMAZON	\$252.35
TX-DON005765	6/11/2019	31	SAC Bookstore	Textbook	CENGAGE LEARNING	\$900.00
TX-DON005766	6/11/2019	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$144.00
TX-DON005767	6/11/2019	31	SAC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$135.00
TX-DON005768	6/12/2019	31	SAC Bookstore	Textbook	AMAZON	\$609.30
TX-DON005769	6/12/2019	31	SAC Bookstore	Textbook	AMAZON	\$626.50
TX-DON005770	6/12/2019	31	SAC Bookstore	Textbook	AMAZON	\$268.16
TX-DON005771	6/12/2019	31	SAC Bookstore	Textbook	AMAZON	\$52.00
TX-DON005772	6/12/2019	31	SAC Bookstore	Textbook	INDICO FORMERLY NACSCORP	\$78.00
TX-DON005773	6/14/2019	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$400.00
TX-HAWK004313	5/28/2019	31	SCC Bookstore	Textbook	ACS DIVCHED EXAM INST.	\$330.00
TX-HAWK004332	6/4/2019	31	SCC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$10,947.09
TX-HAWK004333	6/4/2019	31	SCC Bookstore	Textbook	MBS TEXTBOOK EXCHANGE	\$4,815.53
TX-HAWK004334	6/4/2019	31	SCC Bookstore	Textbook	PEARSON EDUCATION	\$3,445.01
TX-HAWK004335	6/4/2019	31	SCC Bookstore	Textbook	HAYDEN-MCNEIL	\$278.60
TX-HAWK004338	6/4/2019	31	SCC Bookstore	Textbook	MONTEZUMA PUBLISHING	\$333.46
TX-HAWK004339	6/4/2019	31	SCC Bookstore	Textbook	CENGAGE LEARNING	\$1,498.75
TX-HAWK004340	6/4/2019	31	SCC Bookstore	Textbook	MORTON	\$1,175.37
TX-HAWK004341	6/4/2019	31	SCC Bookstore	Textbook	ROCKWELL PUBLISHING	\$827.83
TX-HAWK004342	6/4/2019	31	SCC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$3,240.00
TX-HAWK004343	6/4/2019	31	SCC Bookstore	Textbook	BLUEDOOR	\$2,269.50
TX-HAWK004346	6/4/2019	31	SCC Bookstore	Textbook	VISTA HIGHER LEARNING	\$480.00
TX-HAWK004347	6/4/2019	31	SCC Bookstore	Textbook	MCGRAW-HILL PUBLISHING CO	\$3,713.00
TX-HAWK004348	6/4/2019	31	SCC Bookstore	Textbook	RITTENHOUSE	\$933.66
TX-HAWK004349	6/11/2019	31	SCC Bookstore	Textbook	INDICO FORMERLY NACSCORP	\$167.80
TX-HAWK004351	6/11/2019	31	SCC Bookstore	Textbook	CENGAGE LEARNING	\$900.00
TX-HAWK004353	6/11/2019	31	SCC Bookstore	Textbook	INDICO FORMERLY NACSCORP	\$556.40
TX-HAWK004354	6/11/2019	31	SCC Bookstore	Textbook	NORTON, INC.	\$4,521.00
TX-HAWK004356	6/11/2019	31	SCC Bookstore	Textbook	UNIVERSITY ENTERPRISES	\$1,080.00
TX-HAWK004357	6/11/2019	31	SCC Bookstore	Textbook	MONTEZUMA PUBLISHING	\$160.77
TX-HAWK004358	6/11/2019	31	SCC Bookstore	Textbook	BLUEDOOR	\$1,320.00
TX-HAWK004360	6/11/2019	31	SCC Bookstore	Textbook	XYZ TEXTBOOKS	\$1,012.00
TX-HAWK004361	6/11/2019	31	SCC Bookstore	Textbook	CENGAGE LEARNING	\$990.00
Grand Total :						\$221,375.28

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: July 15, 2019
Re:	Approval of Resource Development Items	
Action:	Request for Approval	

ANALYSIS

Items for the following categorically funded programs were developed.

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
1. Board Financial Assistance Program (BFAP) (SAC & SCC) Advance allocation from the California Community Colleges Chancellor’s Office to assist students in need of financial aid by supporting financial aid staff and equipment costs. (19/20). <i>No match required.</i> <ul style="list-style-type: none"> • SAC \$742,267 • SCC \$326,692 	07/01/2019	\$1,068,959
2. California Virtual Campus - Online Education Initiative (SCC) Grant award focused on student success in the California Community Colleges through innovative online learning practices. Funding will support the implementation of SCC’s Online Career Technical Education (CTE) Pathways grant. The primary goal of this project is to improve existing online certificates, credentials or programs. This grant will be used to support at least three program areas: Real Estate, Water Utility Science, and Vocational Business. (19/20). <i>No match required.</i>	07/01/2019	\$500,000
3. Career and Technical Education Act (CTEA) Title I-C (District/SAC/SCC) Funds from the California Community Colleges Chancellor’s Office - Carl D. Perkins Career and Education Act of 2006 (Perkins IV) federal funds to develop and strengthen career and technical education programs at the postsecondary level. (19/20). <i>No match required.</i>	07/01/2019	\$929,083
4. Career and Technical Education Act (CTEA) Title I-C CTE Transitions (District/SAC/SCC) Funds from the California Community Colleges Chancellor’s Office - Carl D. Perkins Career and Education Act of 2006 (Perkins IV) federal funds to develop and strengthen career and technical education programs at the postsecondary level. (19/20). <i>No match required.</i>	07/01/2019	\$92,391

Fiscal Impact:	\$3,147,388	Board Date: July 15, 2019
Prepared by:	Maria N. Gil, Senior Resource Development Coordinator	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
<p>5. National Science Foundation (NSF) INCLUDES Alliance: STEM Core Expansion Project (SAC)</p> <p>A third-year project through a sub-award from the South Orange County Community College District for a National Science Foundation, Inclusion across the Nation of Communities of Learners of Underrepresented Discoverers in Engineering and Science (NSF INCLUDES) Alliance: STEM Core Expansion grant where Saddleback College is acting as a hub/coordinating institution for the Southern California NSF INCLUDES Alliance. The purpose of this project is to support the STEM CORE Expansion objectives. (2019/20 to 2022/23). <i>No match required.</i></p>	06/21/2019	\$34,955
<p>6. Sector Navigator – Information Communications Technology (ICT)/Digital Media (DO)</p> <p>Grant award from the California Community Colleges Chancellor’s Office to develop ICT/Digital Media programs throughout the state by providing up-to-date information on industry trends and workforce needs, as well as providing in-region investments for professional development and faculty lead projects to develop CTE programs in these fields. (19/20). <i>The match required is \$372,000 that will be met entirely by third party in-kind contributions.</i></p>	07/01/2019	\$372,000
<p>7. Song-Brown Health Care Workforce Training Program – Registered Nurse Education: Capitation (SAC)</p> <p>Grant award from the Office of Statewide Health Planning and Development to the Santa Ana College Nursing Program to provide a nurse education program to six (6) full-time Associate Degree in Nursing students during a two-year funding cycle. The SAC Nursing Program is to be paid a capitated rate of \$10,000 per student per contract year. (19/20, 20/21). <i>No match required.</i></p>	08/01/2019	\$100,000
<p>8. Community College Tobacco Cessation Services (SCC)</p> <p>Grant award from the Orange County Health Care Agency to engage in conversations and activities and support the implementation of tobacco-free environmental strategies within Santiago Canyon College. Funding will support cessation services at the campus to improve health and reducing exposure of all students, faculty and staff to secondhand smoke and vapor. (19/20). <i>No match required.</i></p>	07/01/2019	\$50,000

RECOMMENDATION

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

Fiscal Impact:	\$3,147,388	Board Date: July 15, 2019
Prepared by:	Maria N. Gil, Senior Resource Development Coordinator	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

SPECIAL PROJECT DETAILED BUDGET # 2550
NAME: Board Financial Aid Admin (BFAP) - SAC
FISCAL YEAR: 2019/2020

CONTRACT PERIOD: 7/1/19 - 06/30/20

PROJ. ADM./DIR. Robert Manson

CONTRACT INCOME: \$742,267 - Advance Allocation

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: RSCCD

6/25/2019

CFDA #: N/A; Award #: N/A

Account	Object Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2550-000000-10000-8629	Other Gen Categorical Apport		737,363		742,267		4,904
12-2550-646000-19405-2130	Classified Employees	435,264		435,264		-	
12-2550-646000-19405-3215	PERS - Non-Instructional	91,317		91,317		-	
12-2550-646000-19405-3315	OASDHI - Non-Instructional	28,066		28,066		-	
12-2550-646000-19405-3325	Medicare - Non-Instructional	6,570		6,570		-	
12-2550-646000-19405-3415	H & W - Non-Instructional	138,387		138,387		-	
12-2550-646000-19405-3435	H & W - Retiree Fund Non-Inst	19,244		19,244		-	
12-2550-646000-19405-3515	SUI - Non-Instructional	234		234		-	
12-2550-646000-19405-3615	WCI - Non-Instructional	6,798		6,798		-	
12-2550-646000-19405-3915	Other Benefits - Non-Instruct	11,483		11,483		-	
12-2550-646000-19405-5300	Inst Dues & Memberships	-		2,915		2,915	
12-2550-675000-19405-5210	Conference Expenses	-		1,989		1,989	
Total 2550 Student Fin Aid Admin - BFAP		737,363	737,363	742,267	742,267	4,904	4,904

5.1 (3)

SPECIAL PROJECT DETAILED BUDGET # 2550
NAME: Board Financial Aid Admin (BFAP) - SCC
FISCAL YEAR: 2019/2020

CONTRACT PERIOD: 7/1/19 - 06/30/20

PROJ. ADM./DIR. Sheena Tran

CONTRACT INCOME: \$326,692 - Advance Allocation

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: RSCCD

Date: 06/25/19

CFDA #: N/A; Award #: N/A

Account	Object Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2550-000000-20000-8629	Other Gen Categorical Apport		321,033		326,692		5,659
12-2550-646000-29500-2130	Classified Employees	178,862		178,862		-	
12-2550-646000-29500-2320	Classified Employees - Hourly	-		9,884		9,884	
12-2550-646000-29500-3215	PERS - Non-Instructional	37,026		37,026		-	
12-2550-646000-29500-3315	OASDHI - Non-Instructional	11,392		11,392		-	
12-2550-646000-29500-3325	Medicare - Non-Instructional	2,668		2,811		143	
12-2550-646000-29500-3335	PARS - Non-Instructional	-		128		128	
12-2550-646000-29500-3415	H & W - Non-Instructional	53,769		53,769		-	
12-2550-646000-29500-3435	H & W - Retiree Fund Non-Inst	7,812		8,232		420	
12-2550-646000-29500-3515	SUI - Non-Instructional	98		103		5	
12-2550-646000-29500-3615	WCI - Non-Instructional	2,761		2,909		148	
12-2550-646000-29500-3915	Other Benefits - Non-Instruct	4,830		4,830		-	
12-2550-646000-29500-5100	Contracted Services	1,623		1,623		-	
12-2550-646000-29500-5300	Inst Dues & Memberships	2,085		2,085		-	
12-2550-646000-29500-5940	Reproduction/Printing Expenses	385		385		-	
12-2550-646000-29500-5950	Software License and Fees	5,979		910			5,069
12-2550-646000-29500-6410	Equip-All Other >\$1,000<\$5,000	2,636		2,636		-	
12-2550-675000-29500-5210	Conference Expenses	8,658		8,658		-	
12-2550-675000-29500-5215	Online Training Courses	449		449		-	
Total 2550 Student Fin Aid Admin - BFAP		321,033	321,033	326,692	326,692	10,728	10,728

5.1 (4)

SPECIAL PROJECT DETAILED BUDGET #2xxx

NAME: California Virtual Campus - Online Education Initiative (Santiago Canyon College)
FISCAL YEAR 2019/2020

CONTRACT PERIOD: 07/01/2019 - 6/30/20
CONTRACT AWARD: \$500,000
PRIME SPONSOR: Foothill-De Anza CCD
FISCAL AGENT: Rancho Santiago CCD
RFA No.:

PROJ ADM: Jose Vargas
PROJ DIR: Chrissy Gascon
Date: 06/24/2019

GL Account String	Description	New Budget	
		Debit	Credit
12_2xxx_000000_20000_8659	Other Reimb Categorical Allow : District Operations		500,000
12_2xxx_601000_28100_2130	Classified Employees <i>Alicia Ayers (Sr. Account Clerk) @ 25%</i>	14,995	
12_2xxx_601000_28100_3215	PERS - Non-Instructional	3,104	
12_2xxx_601000_28100_3315	OASDHI - Non-Instructional	953	
12_2xxx_601000_28100_3325	Medicare - Non-Instructional	223	
12_2xxx_601000_28100_3415	H & W - Non-Instructional	2,053	
12_2xxx_601000_28100_3435	H&W Ret Fnd - Non-Instructional	653	
12_2xxx_601000_28100_3515	SUI - Non-Instructional	8	
12_2xxx_601000_28100_3615	WCI - Non-Instructional	231	
12_2xxx_601000_28100_3915	Other Benefits - Non-Instruct	375	
12_2xxx_051400_28100_4610	Non-Instructional Supplies	2,000	
12_2xxx_051400_28100_5100	Sub-recipients <i>At One Consulting: \$77,000</i>	77,000	
12_2xxx_619000_28100_5100	Sub-recipients <i>Interact Communications: \$125,000</i>	125,000	
12_2xxx_619000_28100_5220	Mileage/Parking Expenses	500	
12_2xxx_619000_28100_5800	Advertising	0	
12_2xxx_619000_28100_5999	Special Project Holding Account <i>Faculty Stipends \$84,002</i> <i>(move to department once identified)</i>	84,002	
12_2xxx_675000_28100_4710	Food and Food Service Supplies	2,000	
12_2xxx_675000_28100_5210	Conference Request	14,500	
12_2xxx_619000_28190_1250	Beyond Contract <i>Daniel Oase (FT Academic Coordinator) @ 50%</i>	46,611	
12_2xxx_619000_28190_3115	STRS - Non-instructional	7,984	
12_2xxx_619000_28190_3325	Medicare - Non-Instructional	689	
12_2xxx_619000_28190_3415	H & W - Non-Instructional	12,490	
12_2xxx_619000_28190_3435	H&W Ret Fnd - Non-Instructional	2,018	
12_2xxx_619000_28190_3515	SUI - Non-Instructional	24	
12_2xxx_619000_28190_3615	WCI - Non-Instructional	712	
12_2xxx_619000_28190_3915	Other Benefits - Non-Instruct	875	
12_2xxx_051400_28200_4210	Books, Mags & Subscrip-Non-Lib	1,000	
12_2xxx_051400_28200_4310	Instructional Supplies	10,000	
12_2xxx_051400_28200_5300	Inst Dues & Memberships	2,000	
12_2xxx_051400_28200_5950	Software License and Fees	28,000	
12_2xxx_051400_28200_6410	Equip-All Other >\$1,000<\$5,000	60,000	
	Total	500,000	500,000

Original Budget
 Prepared by: Francisco Villasenor

Board Approval Date: July 15, 2019
 Accountant: JoJo Penning

SPECIAL PROJECT DETAILED BUDGET #1801
NAME: CTE IC - Administration & Partnership Development
FISCAL YEAR: 2019/2020

CONTRACT PERIOD: 7/1/19 - 6/30/20
 CONTRACT INCOME: \$46,453

PROJ. ADM. Erique Perez
 PROJ. DIR. Sarah Santoyo

Prime Sponsor: US Dept. of Education

Date: 06/14/19

Fiscal Agent: CCC Chancellor's Office

CFDA #: 84.048A; Grant Agreement # 19-C01-042

GL Account	Description	Debit	Credit
12-1801-000000-50000-8170	VTEA : District Operations		46,453
12-1801-675000-53345-5210	Conference Expenses : Resou	4,000	
12-1801-679000-53345-4610	Non-instructional supplies	2,000	
12-1801-679000-53345-2130	Classified Employees : Reso	21,403	
12-1801-679000-53345-3215	PERS - Non-Instructional :	4,450	
12-1801-679000-53345-3315	OASDHI - Non-Instructional	1,348	
12-1801-679000-53345-3325	Medicare - Non-Instructiona	315	
12-1801-679000-53345-3415	H & W - Non-Instructional :	5,868	
12-1801-679000-53345-3435	H & W - Retiree Fund Non-In	924	
12-1801-679000-53345-3515	SUI - Non-Instructional : R	11	
12-1801-679000-53345-3615	WCI - Non-Instructional : R	272	
12-1801-679000-53345-3915	Other Benefits - Non-Instru	338	
12-1801-679000-53345-6412	Equip-Fed Prgm >\$1,000< \$5,	5,524	
Totals for PROJECT: 1801	CTE IC - Adm Partners	46,453	46,453

SPECIAL PROJECT DETAILED BUDGET #1802
NAME: CTE IC - Automotive Technology (SAC-0948.00)
FISCAL YEAR: 2019/2020

CONTRACT PERIOD: 7/1/19 - 6/30/20
 CONTRACT INCOME: \$264,468

PROJ. ADM. Carolyn Breeden (Interim)
 PROJ. DIR. David Roper

Prime Sponsor: US Dept. of Education

Date: 06/14/19

Fiscal Agent: CCC Chancellor's Office

CFDA #: 84.048A; Grant Agreement # 19-C01-042

GL Account	Description	Debit	Credit
12-1802-000000-10000-8170	VTEA : Santa Ana College		264,468
12-1802-094800-15751-4310	Instructional Supplies : Au	72,540	
12-1802-094800-15751-5100	Contracted Services : Automotive	11,250	
12-1802-094800-15751-6412	Equip-Fed Prgm >\$1,000< \$5,	101,328	
12-1802-094800-15751-6413	Equip-Fed Prgm > \$5,000 : A	79,350	
Totals for PROJECT: 1802	CTE IC-C/I - Automotive Technology	264,468	264,468

SPECIAL PROJECT DETAILED BUDGET #1809
NAME: CTE IC - Machining and Machine Tools (SAC-0956.30)
FISCAL YEAR: 2019/2020

CONTRACT PERIOD: 7/1/19 - 6/30/20
 CONTRACT INCOME: \$90,000

PROJ. ADM. Carolyn Breeden (Interim)
 PROJ. DIR. Michael Buechler

Prime Sponsor: US Dept. of Education

Date: 06/14/19

Fiscal Agent: CCC Chancellor's Office

CFDA #: 84.048A; Grant Agreement # 19-C01-042

GL Account	Description	Debit	Credit
12-1809-000000-10000-8170	VTEA : Santa Ana College		90,000
12-1809-095630-15755-6413	Equip-Fed Prgm >\$5,000	90,000	
Totals for PROJECT: 1809	CTE IC-C/I - Machining & Machine Tools	90,000	90,000

SPECIAL PROJECT DETAILED BUDGET #1814
NAME: CTE IC - SCC Support Services - Across CTE Programs (SCC)
FISCAL YEAR: 2019/2020

CONTRACT PERIOD: 7/1/19 - 6/30/20
 CONTRACT INCOME: \$191,661

PROJ. ADM. Elizabeth Arteaga
 PROJ. DIR. Elizabeth Arteaga

Prime Sponsor: US Dept. of Education

Date: 06/14/19

Fiscal Agent: CCC Chancellor's Office

CFDA #: 84.048A; Grant Agreement # 19-C01-042

GL Account	Description	Debit	Credit
12-1814-000000-20000-8170	VTEA : Santiago Canyon Coll		191,661
12-1814-499900-25205-2420	Instructional Assistant - Hourly	12,124	
12-1814-499900-25205-3211	PERS - Instructional	1,513	
12-1814-499900-25205-3311	OASDHI - Instructional	451	
12-1814-499900-25205-3321	Medicare - Instructional	176	
12-1814-499900-25205-3331	PARS - Instructional	63	
12-1814-499900-25205-3431	H & W Ret Fd - Instructional	515	
12-1814-499900-25205-3511	SUI - Instructional	6	
12-1814-499900-25205-3611	WCI - Instructional	152	
12-1814-499900-25205-4310	Instructional Supplies	2,500	
12-1814-602000-25205-1480	Part-Time Reassigned Time	12,084	
12-1814-602000-25205-1483	Beyond Contr - Reassigned Time	12,084	
12-1814-602000-25205-3115	STRS - Non-Instructional	4,140	
12-1814-602000-25205-3325	Medicare - Non-Instructiona	351	
12-1814-602000-25205-3435	H & W - Retiree Fund Non-In	1,027	
12-1814-602000-25205-3515	SUI - Non-Instructional	12	
12-1814-602000-25205-3615	WCI - Non-Instructional	302	
12-1814-619000-25205-2310	Classified Employees - Ongoing	22,387	
12-1814-619000-25205-2340	Student Assistants - Hourly	4,739	
12-1814-619000-25205-3215	PERS - Non-Instructional :	4,657	
12-1814-619000-25205-3315	OASDHI - Non-Instructional	1,388	
12-1814-619000-25205-3325	Medicare - Non-Instructiona	325	
12-1814-619000-25205-3435	H & W - Retiree Fund Non-In	1,153	
12-1814-619000-25205-3515	SUI - Non-Instructional : C	12	
12-1814-619000-25205-3615	WCI - Non-Instructional : C	339	
12-1814-619000-25205-4610	Non-Instructional Supplies	2,500	
12-1814-619000-25205-5100	Contracted Services : Caree	30,000	
12-1814-619000-25205-5300	Inst Dues & Memberships	500	
12-1814-631000-29325-1430	Part-Time Counselors	24,168	
12-1814-631000-29325-3115	STRS - Non-Instructional	4,140	
12-1814-631000-29325-3325	Medicare - Non-Instructiona	351	
12-1814-631000-29325-3435	H & W - Retiree Fund Non-In	1,027	
12-1814-631000-29325-3515	SUI - Non-Instructional	12	

SPECIAL PROJECT DETAILED BUDGET #1814
NAME: CTE IC - SCC Support Services - Across CTE Programs (SCC)
FISCAL YEAR: 2019/2020

CONTRACT PERIOD: 7/1/19 - 6/30/20
 CONTRACT INCOME: \$191,661

PROJ. ADM. Elizabeth Arteaga
 PROJ. DIR. Elizabeth Arteaga

Prime Sponsor: US Dept. of Education

Date: 06/14/19

Fiscal Agent: CCC Chancellor's Office

CFDA #: 84.048A; Grant Agreement # 19-C01-042

GL Account	Description	Debit	Credit
12-1814-631000-29325-3615	WCI - Non-Instructional	302	
12-1814-632000-25205-5800	Advertising : Career Educat	15,500	
12-1814-632000-25205-5940	Reproduction/Printing Expen	1,500	
12-1814-675000-25205-4710	Food and Food Service Suppl	2,500	
12-1814-675000-25205-5210	Conference Expenses	25,000	
12-1814-675000-25205-5220	Mileage/Parking Expenses :	1,661	
Totals for PROJECT: 1814	CTE IC-C/I - SCC College-Wide Across CTE Programs	191,661	191,661

SPECIAL PROJECT DETAILED BUDGET #1824

NAME: CTE IC - College-Wide CTEA Administration and Professional Development (SAC-Across CTE)

FISCAL YEAR: 2019/2020

CONTRACT PERIOD: 7/1/19 - 6/30/20

PROJ. ADM. Carolyn Breeden (Interim)

CONTRACT INCOME: \$209,426

PROJ. DIR. Kimberly Mathews

Prime Sponsor: US Dept. of Education

Date: 06/14/19

Fiscal Agent: CCC Chancellor's Office

CFDA #: 84.048A; Grant Agreement # 19-C01-042

GL Account	Description	Debit	Credit
12-1824-000000-10000-8170	VTEA : Santa Ana College		209,426
12-1824-619000-15205-2110	Classified Management : Car	117,483	
12-1824-619000-15205-3215	PERS - Non-Instructional :	24,319	
12-1824-619000-15205-3315	OASDHI - Non-Instructional	7,489	
12-1824-619000-15205-3325	Medicare - Non-Instructiona	1,752	
12-1824-619000-15205-3415	H & W - Non-Instructional :	8,165	
12-1824-619000-15205-3435	H & W - Retiree Fund Non-In	5,134	
12-1824-619000-15205-3515	SUI - Non-Instructional : C	60	
12-1824-619000-15205-3615	WCI - Non-Instructional : C	1,812	
12-1824-619000-15205-3915	Other Benefits - Non-Instru	3,312	
12-1824-675000-15205-4610	Non-Instructional Supplies	800	
12-1824-675000-15205-4710	Food and Food Service Suppl	2,000	
12-1824-675000-15205-5210	Conference Expenses : Caree	35,000	
12-1824-675000-15205-5220	Mileage/Parking Expenses :	600	
12-1824-675000-15205-5845	Excess/Copies Useage : Care	570	
12-1824-675000-15205-5940	Reproduction/Printing Expen	930	
Totals for PROJECT: 1824	CTE IC - College-Wide CTE Admin & Prof. Dev.	209,426	209,426

SPECIAL PROJECT DETAILED BUDGET #1849
NAME: CTE IC - Police Academy (SAC-2105.50)
FISCAL YEAR: 2019/2020

CONTRACT PERIOD: 7/1/19 - 6/30/20
 CONTRACT INCOME: \$127,075

PROJ. ADM. Carolyn Breeden (Interim)
 PROJ. DIR. Timothy Winchell

Prime Sponsor: US Dept. of Education

Date: 06/14/19

Fiscal Agent: CCC Chancellor's Office

CFDA #: 84.048A; Grant Agreement # 19-C01-042

GL Account	Description	Debit	Credit
12-1849-000000-10000-8170	VTEA : Santa Ana College		127,075
12-1849-210550-15712-6413	Equip-Fed Prgm >\$5,000	122,000	
12-1849-602000-15712-1483	Beyond Contract Reassigned Time	4,043	
12-1849-602000-15712-3115	STRS - Non-Instructional	748	
12-1849-602000-15712-3325	Medicare - Non-Instructiona	59	
12-1849-602000-15712-3435	H & W - Retiree Fund Non-In	172	
12-1849-602000-15712-3515	SUI - Non-Instructional	2	
12-1849-602000-15712-3615	WCI - Non-Instructional	51	
Totals for PROJECT: 1849	CTE IC-C/I - Police Academy	127,075	127,075

SPECIAL PROJECT DETAILED BUDGET #1827

NAME: CTE IC - CTE Transitions

FISCAL YEAR: 2019/2020

CONTRACT PERIOD: 7/1/19 - 6/30/20

PROJ. ADM. S. Santoyo/C. Bredeen/E. Arteaga

CONTRACT INCOME: \$92,391

PROJ. DIR. S. Santoyo/K. Mathews/E. Arteaga

Prime Sponsor: US Dept. of Education

Date: 06/14/19

Fiscal Agent: CCC Chancellor's Office

CFDA #: 84.048A; Grant Agreement # 19-C01-042

GL Account	Description	Debit	Credit
12-1827-000000-10000-8170	VTEA : Santa Ana College		43,886
12-1827-619000-15205-1480	Part-Time Reassigned Time :	2,100	
12-1827-619000-15205-1483	Beyond Contr - Reassigned T	3,000	
12-1827-619000-15205-2320	Classified Employees - Hourly	24,050	
12-1827-619000-15205-3115	STRS - Non-Instructional :	874	
12-1827-619000-15205-3215	PERS - Non-Instructional :	4,411	
12-1827-619000-15205-3315	OASDHI - Non-Instructional :	1,491	
12-1827-619000-15205-3325	Medicare - Non-Instructiona	423	
12-1827-619000-15205-3435	H & W - Retiree Fund Non-In	1,239	
12-1827-619000-15205-3515	SUI - Non-Instructional : C	15	
12-1827-619000-15205-3615	WCI - Non-Instructional : C	364	
12-1827-619000-15205-4610	Non-Instructional Supplies	319	
12-1827-619000-15205-5100	Contracted Services : Caree	3,000	
12-1827-619000-15205-5220	Mileage/Parking Expenses :	700	
12-1827-619000-15205-5845	Excess/Copies Useage : Care	400	
12-1827-675000-15205-5210	Conference Expenses : Caree	1,500	
	Santa Ana College	43,886	43,886
12-1827-000000-20000-8170	VTEA : Santiago Canyon Coll		43,886
12-1827-619000-25205-5100	Contracted Services : Caree	1,000	
12-1827-631000-29325-1430	Part-Time Counselors : Coun	36,500	
12-1827-631000-29325-3115	STRS - Non-Instructional :	3,284	
12-1827-631000-29325-3325	Medicare - Non-Instructiona	529	
12-1827-631000-29325-3335	PARS - Non-Instructional :	475	
12-1827-631000-29325-3435	H & W - Retiree Fund Non-In	1,551	
12-1827-631000-29325-3515	SUI - Non-Instructional : C	18	
12-1827-631000-29325-3615	WCI - Non-Instructional : C	529	
	Santiago Canyon College	43,886	43,886
12-1827-000000-50000-8170	VTEA : District Operations		4,619
12-1827-675000-53345-5210	Conference Expenses	500	
12-1827-679000-53345-2130	Classified Employees : Reso	2,379	
12-1827-679000-53345-3215	PERS - Non-Instructional :	494	
12-1827-679000-53345-3315	OASDHI - Non-Instructional	150	
12-1827-679000-53345-3325	Medicare - Non-Instructiona	35	

SPECIAL PROJECT DETAILED BUDGET #1827

NAME: CTE IC - CTE Transitions

FISCAL YEAR: 2019/2020

CONTRACT PERIOD: 7/1/19 - 6/30/20

PROJ. ADM. S. Santoyo/C. Bredeen/E. Arteaga

CONTRACT INCOME: \$92,391

PROJ. DIR. S. Santoyo/K. Mathews/E. Arteaga

Prime Sponsor: US Dept. of Education

Date: 06/14/19

Fiscal Agent: CCC Chancellor's Office

CFDA #: 84.048A; Grant Agreement # 19-C01-042

GL Account	Description	Debit	Credit
12-1827-679000-53345-3415	H & W - Non-Instructional :	652	
12-1827-679000-53345-3435	H & W - Retiree Fund Non-In	103	
12-1827-679000-53345-3515	SUI - Non-Instructional : R	1	
12-1827-679000-53345-3615	WCI - Non-Instructional : R	30	
12-1827-679000-53345-3915	Other Benefits - Non-Instru	38	
12-1827-679000-53345-4610	Non-Instructional Supplies	237	
	District Operations	4,619	4,619
Totals for PROJECT: 1827	CTE IC - CTE Transitions	92,391	92,391

SPECIAL PROJECT #1XXX
Name: NSF INCLUDES Alliance: STEM Core Expansion
Fiscal Year 2019/2020 to 2022/2023

CONTRACT PERIOD: 09/01/2019 TO 08/31/2023
 CONTRACT INCOME: \$34,955

PROJ. ADM./DIR. Madeleine Grant

Prime Sponsor: National Science Foundation (NSF)
Fiscal Agent: South Orange County CCD; Subaward No: SOCCCD #501
CFDA No: 47.041; Award # HRD-1834628

Date: 06/27/2019

GL Accounts	Description	Year 1		Year 2		Year 3		TOTAL	
		Debit	Credit	Debit	Credit	Debit	Credit	Debit	Credit
12-1xxx-000000-10000-8199	Other Federal Revenues : SAC		17,500		17,455		-		34,955
12-1xxx-092400-15150-2420	Instructional Assistant	11,259		11,231		-		22,490	
12-1xxx-092400-15150-3211	PERS - Instructional	1,171		1,168		-		2,339	
12-1xxx-092400-15150-3311	OASDI - Instructional	349		348		-		697	
12-1xxx-092400-15150-3321	Medicare - Instructional	163		163		-		326	
12-1xxx-092400-15150-3331	PARS - Instructional	76		76		-		152	
12-1xxx-092400-15150-3431	H & W Ret Fd - Instructional	479		477		-		956	
12-1xxx-092400-15150-3511	SUI - Instructional	6		6		-		12	
12-1xxx-092400-15150-3611	WCI - Instructional	169		168		-		337	
12-1xxx-679000-10000-5865	Indirect Cost (28%)	3,828		3,818		-		7,646	
	TOTAL COSTS	17,500	17,500	17,455	17,455	-	-	34,955	34,955

5.1 (15)

SPECIAL PROJECT DETAILED BUDGET: # 2536

NAME: Information Communications Technology (ICT)/Digital Media Sector Navigator

FISCAL YEAR: 2017/2018

CONTRACT PERIOD: 07/01/19 - 06/30/20

PROJ ADM: Enrique Perez

CONTRACT AWARD: \$372,000

Date: 06/26/2019

PRIME SPONSOR: California Community Colleges Chancellor's Office

FISCAL AGENT: Rancho Santiago CCD

PRIME AWARD #: 19-158-001

SUB-AWARD: N/A

CFDA #: N/A

Account String	Description	New Budget	
		Debit	Credit
12-2536-000000-50000-8659	Other Reimb Categorical Allow : District Operations		372,000
12-2536-672000-50000-5865	Indirect Costs : District Operations @ 4%	14,307	
12-2536-679000-53305-4610	Non-Instructional Supplies : Educational Services O	295	
12-2536-679000-53305-5100	Contracted Services : Educational Services Office - <i>Independent Contractor, Steve Wright, LLC \$147,334</i> - <i>Shawn Monsen will conduct research and update NetLab+ curricular options on NetLab+ UG website. \$28,000</i> - <i>Karen Beltramo to establish a new expanded metrics reporting for the CCC's with regard for the ICT-DM sector. \$20,000</i> - <i>Research expenses (Integrative Impact LLC - Nicole Sherman) \$92,000</i>	287,334	
12-2536-679000-53345-2130	Classified Employees : Reso - <i>Francisco Villaseñor @ 50%</i>	42,340	
12-2536-679000-53345-3215	PERS - Non-Instructional :	8,764	
12-2536-679000-53345-3315	OASDHI - Non-Instructional	2,672	
12-2536-679000-53345-3325	Medicare - Non-Instructiona	625	
12-2536-679000-53345-3415	H & W - Non-Instructional :	12,414	
12-2536-679000-53345-3435	H & W - Retiree Fund Non-In	1,831	
12-2536-679000-53345-3515	SUI - Non-Instructional :	22	
12-2536-679000-53345-3615	WCI - Non-Instructional :	646	
12-2536-679000-53345-3915	Other Benefits - Non-Instru	750	
	Total - 2536 ICT/Digital Media Sector Navigator	372,000	372,000

The match required is \$372,000 that will be met entirely by third party in-kind contributions.

SPECIAL PROJECT DETAILED BUDGET #2xxx

NAME: Song-Brown Health Care Workforce Training Program - Registered Nurse Education

Capitation Grant (Santa Ana College)

FISCAL YEAR: 2019/2020 and 2020/2021

CONTRACT PERIOD: 08/01/2019 - 08/15/2021

CONTRACT INCOME: \$100,000

PRIME SPONSOR: State of California, Health and Human Services Agency

FISCAL AGENT: Office of Statewide Health Planning & Development

PRIME AWARD No.: n/a

SUB-AWARD No.: GA18-SBRNC-1000063

CFDA No.: n/a

PROJ ADM.: Saeid Eidgahy

PROJ. DIR.: Becky Miller

Date: 06/26/2019

GL Account String	Description	Year 1	Year 2	New Budget	
				Debit	Credit
12-2555-000000-10000-8659	Other Reimb Categorical Allow : Santa Ana College				100,000
12-2555-123010-16640-1310	Part-Time Instructors : Nursing Yr. 1: \$67.79/hr. x FA19 @ 15 LHE, SP20 @ 14 LHE Yr. 2: \$68.79/hr. x FA20 @ 15 LHE, SP21 @ 14 LHE	35,386	35,910	71,296	
12-2555-123010-16640-2420	Inst Assistant - Hourly : Nursing Yr. 1: \$20.01/hr. x 125 hrs. (Learning Facilitators) Yr. 2: \$20.31/hr. x 125 hrs. (Learning Facilitators)	2,501	2,538	5,039	
12-2555-123010-16640-3111	STRS - Instructional : Nursing	6,416	6,859	13,275	
12-2555-123010-16640-3321	Medicare - Instructional : Nursing	549	558	1,107	
12-2555-123010-16640-3331	PARS - Instructional : Nursing	33	33	66	
12-2555-123010-16640-3431	H & W - Retiree Fund Inst : Nursing	1,610	1,634	3,244	
12-2555-123010-16640-3511	SUI - Instructional : Nursing	19	19	38	
12-2555-123010-16640-3611	WCI - Instructional : Nursing	568	577	1,145	
12-2555-123010-16640-4310	Instructional Supplies : Nursing	410	350	760	
12-2555-123010-16640-6409	Equip-All Other >\$200 < \$1,000 : Nursing	500	400	900	
12-2555-123010-16640-6410	Equip-All Other >\$1,000<\$5,000 : Nursing	1,130	0	1,130	
12-2555-675000-16640-5210	Conference Expenses : Nursing	1,000	1,000	2,000	
	Total 2555 - Song-Brown Capitation (SAC)	50,122	49,878	100,000	100,000

SPECIAL PROJECT DETAILED BUDGET # 3xxx
NAME: Community College Tobacco Cessation Services (SCC)
FISCAL YEAR: 2019/2020

CONTRACT PERIOD: 07/01/19 TO 06/30/2021
 CONTRACT INCOME: \$50,000

PROJ. ADM. Beth Hoffman
 PROJ. DIR. Jennifer Coto

Prime Sponsor: County of Orange Health Care Agency
Fiscal Agent: County of Orange Health Care Agency
CFDA #: n/a

Date: 07/15/19

GL Account	Description	Debit	Credit
12-3xxx-000000-20000-8120	Higher Education Act : Santiago Canyon College		50,000
	Classified Employees - Hourly :		
	Tobacco Cessation Specialist		
	(16) hours week / 38 weeks / \$23.00 Hr = \$13,984		
	Health Educator		
	(6) hours week / 38 weeks / \$23 HR = \$5,244		
12-3xxx-631000-29600-2320		19,228	
12-3xxx-631000-29600-3325	Medicare - Non-Instructional : Counseling	279	
12-3xxx-631000-29600-3335	PARS - Non-Instructional	250	
12-3xxx-631000-29600-3435	H & W - Retiree Fund Non-Inst : Counseling	818	
12-3xxx-631000-29600-3515	SUI - Non-Instructional : Counseling	10	
12-3xxx-631000-29600-3615	WCI - Non-Instructional : Counseling	288	
	Beyond Contract - Coordinators :		
	(4) hrs week /36 weeks overload / \$37.37 HR		
12-3xxx-649000-29600-1453		5,381	
12-3xxx-649000-29600-3115	STRS - Non-Instructional : Biology	707	
12-3xxx-649000-29600-3325	Medicare - Non-Instructional : Biology	78	
12-3xxx-649000-29600-3435	H & W - Retiree Fund Non-Inst :	54	
12-3xxx-649000-29600-3515	SUI - Non-Instructional :	3	
12-3xxx-649000-29600-3615	WCI - Non-Instructional :	81	
12-3xxx-649000-29600-4610	Non-Instructional Supplies :	7,823	
12-3xxx-644000-29600-4710	Food and Food Service Suppl :	5,000	
12-3xxx-644000-29600-5660	Software Support Service :	5,000	
12-3xxx-644000-29600-6410	Equip-All Other >\$1,000<\$5, :	5,000	
Total Project 3xxx - Community College Tobacco Cessation Services (SCC)		50,000	50,000

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To:	Board of Trustees	Date: July 15, 2019
Re:	Approval of Third Amendment to Sub-Agreement between RSCCD and productOps for the Strong Workforce Program K-12 Pathway Coordinators and K-14 Technical Assistance Providers Grant	
Action:	Request for Approval	

BACKGROUND

RSCCD was selected to serve as the Fiscal Agent for the Strong Workforce Program K-12 Pathway Coordinators and K-14 Technical Assistance Providers, Grant Award #18-205-011, funded by the California Community Colleges Chancellor’s Office (CCCCO), Workforce and Economic Development Division (WEDD), to sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative.

ANALYSIS

productOps developed the NOVA system, an online platform for planning, project applications, fiscal reporting, and data collection for CCCCCO WEDD programs. As the NOVA system expands and undergoes modification to accommodate more programs (i.e., the K-12 Strong Workforce Program) and accommodate the needs of users, the CCCCCO has approved additional funding in order for productOps to develop program review and funding applications. Consequently, a third amendment (#DO-18-2559-01.03) to the sub-agreement has been developed to increase the sub-award amount from \$1,000,000 to \$1,137,827 (an increase of \$137,827) and to include the scope of work approved by the Chancellor’s Office.

To access a copy of the approved sub-agreement and amendments, please [click here](#).

Project Director: Sarah Santoyo **Project Administrator:** Enrique Perez

RECOMMENDATION

It is recommended that the Board approve the third amendment to the sub-agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact:	\$137,827 (grant-funded)	Board Date: July 15, 2019
Prepared by:	Maria N. Gil, Senior Resource Development Coordinator	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

**THIRD AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
PRODUCTOPS**

This third amendment (hereinafter “Amendment”) in entered into on this 15th day of July 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and productOps (hereinafter “SUBCONTRACTOR”), to amend that certain agreement #DO-18-2559-01 (hereinafter “Agreement”) dated December 10, 2018, the first amendment #DO-18-2559-01.01 dated February 4, 2019, and the second amendment #DO-18-2559-01-02 dated February 25, 2019, between the parties with a term of November 1, 2018 through December 31, 2020 (hereinafter “Term”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the Strong Workforce Program K-12 Pathway Coordinators and K-14 Technical Assistance Providers, Prime Award #18-205-011 (hereinafter “Grant”) to sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative; and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, it is mutually agreed by the Parties to amend the following:

Statement of Work will be amended as follows:

1. Statement of Work
SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibits A, A.1 and A.2*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

Total Cost will be amended as follows:

3. Total Cost
The total cost to RSCCD for performance of this Agreement shall be augmented from \$1,000,000.00 to \$1,137,827.00, an increase of \$137,827.00.

Budget will be amended as follows:

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibits A, A.1 and A.2*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

Notices will be amended as follows:

18. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

RSCCD:

Primary Contact:

Rancho Santiago Community College District
Sarah Santoyo
2323 N. Broadway, Suite 201
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:

Rancho Santiago Community College District
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR:

Primary Contact:

Bob Cagle, CEO
110 Cooper Street, Suite 201
Santa Cruz, CA 95060
(831) 466-3000, bob@productops.com

Except as amended herein, all other terms and provisions of the Agreement, to the extent that they are not inconsistent with this Amendment, remain unchanged.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Third Amendment to be executed as of the day that both Parties have signed the Amendment.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: productOps

By: _____

By: _____

Name: Peter J. Hardash

Name: Bob Cagle

Vice Chancellor

Title: Business Operations/Fiscal Services

Title: CEO

Date: _____

Date: _____

Board Approval Date: July 15, 2019

26-2920333

Employer/Taxpayer Identification Number (EIN)

List of Exhibits (updated June 2019)

Exhibit A: Scope of Work (Project IDs: C-085-023 and C-085-027)

Exhibit A.1: Scope of Work (Project ID: C-085-031)

Exhibit A.2: Scope of Work (Project ID: C-085-xxx)

Exhibit B: Articles I, Rev. 09/18 and Article II, Rev. 05/14 (*NOTE: this is for general reference on the allowable and appropriate use of funds. Payment and reporting dates in Articles I and II are relevant to the Fiscal Agent and do not apply to the SUBCONTRACTOR.*)

Exhibit C: Invoice Form and Instructions



June 27, 2019

CALIFORNIA COMMUNITY COLLEGE

NOVA SWP for K12 Application Supplemental

Statement of Work

Chancellor's Office
1102 Q Street, 5th Floor
Sacramento, CA 95811

Project ID: C-085-xxx
SOW: v.03

Objective

The priority objective of this statement of work (SOW) is to secure a revised sub-agreement for the K12 Strong Workforce Program Application Review & Funding. The functionality will provide a platform for the regional review committee to independently score a given application. Once reviewed the selection committee may fund applications through a flexible interface. In addition, once an application is funded there will be a budget & workplan process for the LEA.

productOps Approach

productOps uses an Agile development process. Agile consists of biweekly sprints that have defined tasks to be accomplished. Each sprint concludes with a demonstration of functional software. Each sprint may contain design, development, testing, operations, and other tasks. productOps provides tools for managing the Agile process that will allow for transparency to the Chancellor's Office team. Additional tools provided by the Chancellor's Office may be incorporated if that is preferred.

productOps will assign a Project Manager that will be the primary contact for the Chancellor's Office team. We believe keeping teams consistent during projects produces a higher quality product. The productOps Project Manager will work with the Chancellor's Office team to ensure proper and consistent staffing.

This document is proprietary and confidential property of and may contain trade secrets belonging to:
productOps, 110 Cooper St., Suite 201, Santa Cruz, CA 95060 and CCCC 1102 Q St., 5th Floor, Sacramento, CA 95811.
Distribution or dissemination of this document to individuals who are not bound by a written confidentiality agreement is prohibited.



Deliverables

The following are the high-value and priority deliverables that will be the delivery focus of this SOW product and will be adjusted with both parties agreement if there is a business reason to do so:

- Conduct the required discovery to have adequate level of detail of the requirements.
- Develop end to end mock ups to demonstrate functionality in NOVA.
- Build end-to-end functionality based on the approved mock ups.
 - Application scoring system, summary view & funding.
- Develop the backend of NOVA and API service to accommodate the data and workflows of the application with the scalability for future data requirements of SWP for K12.
- Develop the front end of NOVA with a standard workflow design to deliver the K12 SWP application requirements.
- Looker Analytics that detail application details determined by the stakeholders.

Assumptions

The following assumptions reflect productOps expectations:

- Service Period for this SOW is July 1st, 2019 to July 31st, 2019.
- The mock ups reflecting the requirement specifications have been approved.
- All deliverables will be available in NOVA on July 31st, 2019.

Risks

The following risks are identified so that productOps and the Chancellor's Office can work towards mitigations of these items:

- Changes to specification may cause delays and prevent deliverables from meeting the time constraint.

Mitigation: productOps will make every effort to minimize this impact by provided end to end mock ups and communicate the impact of these changes as soon as they become known.
- Change management will be imperative to the success and continued adoption of NOVA.



Mitigation: productOps is prepared to work in collaboration with the Chancellor's Office on the change management effort through instruction, site visits, and any means requested.


Cost

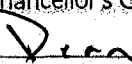
The Chancellor's Office and productOps will work together to limit any unnecessary features and "scope creep" to complete the services successfully within budget.

- I. **Price.** Fixed fee of \$137,827 (excl. expenses) invoiced. Invoicing will be monthly for the appropriate apportioned amount.
- II. **Payment.** Payment terms are net 30 days with monthly invoicing. All prices shown in USD. The total estimated amount will not be exceeded unless the parties agree otherwise in writing.
- III. Please ensure that the corresponding PO is for the total project budget of \$137,827

Signatures

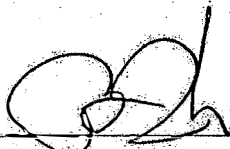
An Authorized signature on this page by a Chancellor's Office representative indicates acceptance of the statement of work and contract.



Chancellor's Office Representative


Title
6/28/19

Date



productOps
Director

Title
6.27.19

Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: July 15, 2019
Re:	Approval of Sub-Agreements between RSCCD and California State University, Fullerton; University of California, Berkeley; and Carnegie Mellon University for the California Education Learning Lab Grant	
Action:	Request for Approval	

BACKGROUND

The Governor’s Office of Planning and Research (OPR) released a Request for Application for a competitive grant, the California Education Learning Lab, in order to solicit project proposals that would “improve learning outcomes and close equity and achievement gaps, using learning science and adaptive learning technologies in online or hybrid college-level lower division courses.” Santa Ana College, California State University, Fullerton, University of California, Berkeley, and Carnegie Mellon University developed a project proposal, “Community-Sourced, Data-Driven Improvements to Open, Adaptive Courseware,” that would develop online STEM courses and would use learning technologies to improve completion and achievement of STEM courses, especially among underrepresented and disadvantaged students. OPR selected the project, and awarded a \$1,300,000 grant to Santa Ana College (the applicant) to implement it.

ANALYSIS

Santa Ana College is the grantee for the California Education Learning Lab grant, and has developed sub-agreements with the project partners, as listed below:

CA Education Learning Lab Partners	Award Amount	Agreement No.
California State University, Fullerton	\$297,693	18-2059-01
Carnegie Mellon University	\$311,191	18-2059-02
University of California, Berkeley	\$53,460	18-2059-03

Project Director: Crystal Jenkins **Project Administrator:** Dr. Jeffrey Lamb

RECOMMENDATION

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

Fiscal Impact:	\$662,344 (grant-funded)	Board Date: July 15, 2019
Prepared by:	Sarah Santoyo, Assistant Vice Chancellor of Educational Services	
Submitted by:	Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by:	Martin Martinez, Chancellor	

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
NAME OF SUBCONTRACTOR**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 15th day of July, 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **Name of Subcontractor** (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, Santa Ana College was awarded a California Education Learning Lab grant, OPR18117, (hereinafter “Grant”) from the State of California, Office of Planning and Research, hereinafter “Prime Sponsor,” to implement the “Community Sourced, Data-Driven Improvements to Open, Adaptive Courseware” project; and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. **Statement of Work**

SUBCONTRACTOR agrees to perform the work in the Scope of Work (*Exhibit A*) approved by the PRIME SPONSOR, which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from June 30, 2019 through June 30, 2022.

3. **Total Cost**

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

4. **Budget**

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Payment and Invoicing

Payment to the SUBCONTRACTOR shall be based on an advanced payment of 40%, a progress payment of 50%, and a final payment of 10%. Payment is contingent upon approval by RSCCD and/or the PRIME SPONSOR. Payment will not exceed the amount listed above under Article I.3. "Total Costs".

SUBCONTRACTOR must submit invoices for payment via email to [Santoyo Sarah@rsccd.edu](mailto:Santoyo_Sarah@rsccd.edu), and copy Francisco Villasenor ([Villasenor Francisco@rsccd.edu](mailto:Villasenor_Francisco@rsccd.edu)) in the email. The subject line of the invoice should be as follows: "INVOICE_CLL_Subcontractor Name."

6. Reporting

SUBCONTRACTOR will provide reports as requested or required by the PRIME SPONSOR, in a timely manner. RSCCD will provide report requirements and instructions to the SUBCONTRACTOR.

7. Expenditure of Grant Funds

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

8. Modifications

If the SUBCONTRACTOR wishes to make substantial changes to the scope of work, then a revised scope of work that describes the requested changes and their impact to the budget and outcomes must be submitted to RSCCD and approved by the PRIME SPONSOR. Substantial changes are those that would represent a significant deviation from the approved scope of work and would lead to different outcomes or fall outside of the generally understood purpose of the use of the funds. Changes in methods of implementation (i.e., the means by which the approved scope of work is implemented) or movement between budget line items would not be considered substantial changes, and would not require prior approval.

9. Time Extensions

SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

10. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

11. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the

PRIME SPONSOR. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

12. Record Keeping

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

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

14. Mutual Indemnification

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

15. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with

written notification of such determination, and RSCCD will reimburse SUBCONTRACTOR for costs incurred up to the termination date.

16. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

17. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

RSCCD: Primary Contact:
Rancho Santiago Community College District
Sarah Santoyo
2323 N. Broadway, Suite 201
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:
Rancho Santiago Community College District
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR:

Primary Contact:

Name: _____
Title: _____
Address: _____

Phone: _____
Email: _____

Fiscal Representative:

Name: _____
Title: _____
Address: _____

Phone: _____
Email: _____

18. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

19. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement and Request for Application Specifications, as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the legal requirements regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

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

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: *Name of*
SUBCONTRACTOR

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: July 15, 2019

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Grant Agreement that contains the approved project proposal and budget

Exhibit B: California Education Learning Lab Request for Applications

To access a copy of the exhibits to this sub-agreement, please [click here](#).

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: July 15, 2019
Re:	Approval of Sub-Agreements between RSCCD and Chaffey, Los Rios, MiraCosta, Mt. San Antonio, San Francisco, Ventura and Yosemite Community College Districts to award Centers of Excellence (COE) for Labor-Market Research Grants to Host Colleges/Districts in the State of California	
Action:	Request for Approval	

BACKGROUND

RSCCD was selected by the California Community Colleges Chancellor's Office (Chancellor's Office or CO), Workforce & Economic Development Division to serve as the Key Talent Administration and Sector Strategy Fiscal Agent for fiscal year 2019/20. As fiscal agent, RSCCD will oversee disbursement, monitoring and guidance for the Key Talents engaged in workforce and economic development programs, as well as for other special projects and partners.

ANALYSIS

The Centers of Excellence (COE) for Labor Market Research support the community colleges by providing reports and technical assistance designed to enable community colleges to remain relevant and responsive in their offerings. The COEs are located strategically to study the regional economies of California and provide insight on emerging and changing workforce and occupational needs to be used by the regional colleges as a basis for program planning, resource alignment, and resource development. The Fiscal Agent, RSCCD, has created sub-agreements with the colleges/districts that will serve as hosts for the COEs. Each host will receive funding to support the COE from July 1, 2019, through June 30, 2020. The scope of work for each sub-agreement will consist of a project application that has been approved by the Chancellor's Office.

Project Director: Sarah Santoyo **Project Administrator:** Enrique Perez

RECOMMENDATION

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

Fiscal Impact:	\$1,800,000 (grant-funded)	Board Date: July 15, 2019
Prepared by:	Maria N. Gil, Senior Resource Development Coordinator	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

List of Centers of Excellence (COE) and Host Colleges/Districts

College/District	Agreement #	Amount
Chaffey College/Chaffey CCD <i>(Inland Empire – Regional Director)</i>	DO-18-2566-01	\$200,000
City College of San Francisco/San Francisco CCD <i>(Bay Area – Regional Director)</i>	DO-18-2566-02	\$250,000
Los Rios CCD <i>(North/Far North – Regional Director)</i>	DO-18-2566-03	\$200,000
Los Rios CCD <i>(North/Far North – Statewide Director)</i>	DO-18-2566-04	\$300,000
MiraCosta College/MiraCosta CCD <i>(San Diego/Imperial – Regional Director)</i>	DO-18-2566-05	\$200,000
Modesto Junior College/Yosemite CCD <i>(Central Valley/Mother Lode – Regional Director)</i>	DO-18-2566-06	\$200,000
Mt. San Antonio College/Mt. San Antonio CCD <i>(Los Angeles/Orange County – Regional Director)</i>	DO-18-2566-07	\$250,000
Moorpark College/Ventura County CCD <i>(South Central Coast – Regional Director)</i>	DO-18-2566-08	\$200,000
	TOTAL	\$1,800,000

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
[NAME OF COLLEGE DISTRICT]**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 15th day of July, 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and [Name of College District], on behalf of [College Name] (hereinafter “SUBCONTRACTOR”), which is hosting the **Center of Excellence (COE) for Labor-Market Research**. RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “Key Talent Administration and Sector Strategy” grant, Prime Award #19-207-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to provide fiscal management and technical support services for the PRIME SPONSOR’s workforce and economic development programs, such as regional initiatives and Key Talent positions; and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to host and supervise the **Center of Excellence (COE) for Labor-Market Research**, which is supported by the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. Statement of Work

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. Period of Performance

The period of performance for this Agreement shall be from July 1, 2019, through June 30, 2020.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$[xxx,xxx] with 4% allowable for SUBCONTRACTOR indirect costs.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as budget categories are not added, the total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected, otherwise approval by the PRIME SPONSOR is required.

5. Matching Contribution

There is a fifty percent (50%) matching requirement for these funds. SUBCONTRACTOR must identify the in-kind and/or cash match in the Scope of Work (*Exhibit A*) that can be used to meet the match requirement. At the end of the project year, SUBCONTRACTOR shall submit documentation that this grant requirement was met as part of the final invoice and/or final reporting process.

6. Payment and Invoicing

Payment to the SUBCONTRACTOR shall be based on an advanced payment of 80% after the Agreement is fully executed and a final payment of 20%. The final payment is contingent upon the review and approval of the final performance and expenditure reports by the PRIME SPONSOR. Payments shall not exceed the amount listed under Article I.3. "Total Costs".

SUBCONTRACTOR must submit invoices for payment via e-mail sent to Sarah Santoyo, Fiscal Agent Administrator at Santoyo_Sarah@rsccd.edu and copy Maria Gil, Fiscal Agent Specialist at Gil_Maria@rsccd.edu. The subject line of the invoice should be as follow: "Invoice Enclosed – District Acronym/COE/Sub-Agreement#".

Refer to the Invoice Form and Instructions (*exhibit D*) for guidance on how to complete and submit invoices. (NOTE: an electronic version of the invoice form will be provided to the SUBCONTRACTOR).

7. Reporting

Through this Agreement SUBCONTRACTOR agrees to provide data and submit reports, as requested and required by the PRIME SPONSOR. The PRIME SPONSOR and/or RSCCD will provide guidance and instructions on reporting to the SUBCONTRACTOR.

8. Expenditure of Grant Funds

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

9. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD or the PRIME SPONSOR, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

10. Subcontract Assignment

No subcontract or assignment shall terminate or alter the legal obligation of

SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

11. Record Keeping

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

12. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

13. Mutual Indemnification

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

14. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination.

15. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

16. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

RSCCD: Primary Contact:
Sarah Santoyo, Fiscal Agent Administrator
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
Rancho Santiago Community College District
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR:
Primary Contact:
Name: _____
Title: _____
Address: _____
Phone: _____
Email: _____

Supervisor of Record for the COE (if different from Primary Contact):

Name: _____
Title: _____
Address: _____
Phone: _____
Email: _____

17. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

18. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 07/18 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

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

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: [NAME OF
DISTRICT]

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: July 15, 2019

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work (Appendix B – Application Forms) approved by Chancellor’s Office

Exhibit B: Notice of 2019/20 Center of Excellence (COE) Renewal Application Process

Exhibit C: Assurances Page (signed by COE Director and host college administrator)

Exhibit D: Invoice Form and Instructions

Exhibit E: Articles I, Rev. 07/2018 and Article II, Rev. 05/14

(NOTE: Articles I and II are included as a reference for the appropriate and allowable use of grant funds. The payment and reporting terms in the Articles only pertain to the Fiscal Agent. The payment and reporting terms for the SUBCONTRACTOR are in the body of the actual Agreement, under clauses #6 and #7.)

Exhibit A

INSTRUCTIONS FOR COMPLETING THE PROJECT WORKPLAN

The workplan is the statement of work for the proposed project and covers the entire performance period of the project. The form outlines the project's objectives, activities, outcomes, timelines, and responsible individuals. The workplan also serves as the major foundation for linking the various pieces of the proposal together. Thus, it is important that objectives of the work plan are clearly stated and each corresponding activity delineated along with appropriate timelines, responsibilities and outcomes.

Objectives Section

The objectives should serve the major goals that will implement the project. Proposed project objectives should be based on the scope of the proposed project while remaining consistent with the Objectives of the RFA Specification. The RFA Specification has identified the minimum Required Objectives. The applicant **must** address these objectives for the project. Additional project objectives may be added. Objectives must be itemized, stated in measurable terms, and naturally lead to outcomes. The project objectives must be performance-based. Add any performance measures that will have an overall impact of the project on the region.

List one objective per form, along with corresponding activities, measurable outcomes, timelines, and responsible individuals. Label the objectives in sequential order: Objective #1.0 at the top of page one; Objective #2.0 at the top of page two, and so forth. Additional copies of the form will be needed to address all of the project objectives.

Activities Section

Project activities are the basic steps that need to be taken to implement the project and to achieve results. Major activities and tasks should be outlined in the activities section of the work plan for each objective. The RFA Specification identifies minimum Required Activities. Outline each of the activities that will be implemented to accomplish each of the project's objectives.

List all major activities associated with each objective. Each objective should be numbered in sequential order as outlined above.

Measurable Outcomes Section

Each objective should result in measurable outcomes that clearly link to the objectives and activities. Describe the outcomes in qualitative and quantitative terms. Address any performance outcomes unique to this project that will result from the implementation of the objectives and activities listed in the Workplan. Examples:

Objective: Assist 50 domestic employers to move into foreign markets.

Outcome: 40% of clients receiving in-depth consulting will find opportunities in foreign markets and increase revenue.

Objective: Develop a training program in hospitality that could include a career ladder and provide the training to 50 students.

Outcome: 50% of students trained in program will be hired.

Objective: Develop a course in Web Design that will be made available to any college that requests it and offer the course in the Spring 2004 term

Outcome: Course is approved by faculty, distributed to 20 colleges and offered in the Spring term to 40 students at each college.

Timeline Section

Provide a calendar of projected completion dates for key activities within the term of the grant. Target months of completion for project objectives are preferable to specific dates.

Responsible Persons Section

Identify, by position, the individuals responsible for completing key activities. Partners from other entities should be included.

District: _____
College: _____
RFA Specification No.: _____
Project Performance Period: _____

PROJECT WORKPLAN

Objective: (Based on RFA Specification) (Only one objective per page)			
Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons

**California Community Colleges Chancellor's Office
Workforce and Economic Development Division
Centers of Excellence Regional Workplan Objectives**

#	Activities	Performance Outcomes
Objective 1: In collaboration with the regional community college, consortium chairs, DSNs, and other key talent, including other COEs, analyze the regional and state labor markets.		
1.1	Collaborate with the DSNs to develop labor market information and conduct workforce studies on priority and emerging sectors.	Regional labor market information is provided and studies completed for the priority and emergent sectors.
1.2	Provide labor market information to support the regional program recommendation process.	COE LMI reports submitted with regional program endorsement application.
1.3	Coordinate and partner with other CoEs on studies as appropriate.	Partnership results in statewide research with regionalized outputs where applicable.
1.4	Provide scope, framework and technical assistance related to labor market information and analysis for the Chancellor's Office and Regional Consortium in the development of statewide and regionally-funded projects.	Regional plans include LMI as developed. Statewide and regional projects are based on labor market data and analysis.
Objective 2: Engage in local, regional, and/or statewide workforce discussions on the action planning to align training programs with the region's workforce needs.		
2.1	Participate in local, regional and/or statewide meetings to contribute to discussions aligning community college training programs with regional workforce needs. Coordinate with key regional research partners, such as local Employment Development Department's Labor Market Information Division representatives, LWDB research staff (where applicable), local economic development agencies or others.	COE research findings are used by partners and collaboratives in their efforts to reduce the workforce gap.
2.2	Identify new collaboratives and join their efforts in order to provide labor market data and leverage resources, as well as form new professional relationships and partnerships.	Increased involvement of the colleges and the CoE in external regional collaboratives and efforts to provide workforce solutions.
Objective 3: Provide technical assistance to colleges, districts, regions and Chancellor's Office projects on how to use labor market data and tools to support evidence-based programmatic decision making.		
3.1	Provide oversight of COE code crosswalks; Update as needed.	Accurate and up-to-date labor market information is available for use by practitioners.
3.2	Provide technical expertise to the Chancellor's Office and other committees on using LMI and employment metrics for programmatic decisions.	Effective methods for using LMI and employment metrics to make programmatic decisions inform state-level initiatives, projects and data tools.
3.3	Assist with LMI-related training events and activities: develop materials, facilitate discussions and offer recommendations for improvement as needed.	Regional community college audiences effectively utilize available data tools to make programmatic decisions that close training and skill gaps.
3.4	Provide technical assistance to the labor market component of the Code Alignment project.	Increase regional community college audiences understanding of how their programs relate to specific occupations.
Objective 4: Provide consultation and technical assistance to community colleges, districts, and key talent on the use of labor market tools and vendors.		
4.1	Provide consultation to regional colleges on defining and measuring workforce needs, education and skill requirements, and identification of industry certifications.	Regional colleges appropriately utilize labor market information to modify existing programs or develop new programs to meet regional labor market demand.

**California Community Colleges Chancellor's Office
Workforce and Economic Development Division
Centers of Excellence Regional Workplan Objectives**

#	Activities	Performance Outcomes
4.2	Provide technical assistance to community colleges that may include LMI data interpretation, TOP-SOC and TOP-CIP crosswalk development, participation at and development of data workshops.	Colleges are able to make data-driven decisions and better align program offerings with local and regional labor market needs
4.3	Provide community colleges, Regional Consortium, and SNS/DSNs with referrals to reputable research vendors for expertise or services that are outside of the COE's scope of allowable activities as defined in the RFA.	Regional colleges are provided guidance and support in working with research vendors.
Objective 5:	Continuously maintain accurate procedures on the storage and usage of the data sources and collaterals of value to community colleges, districts and CCCCO. Also, maintain a directory of the network of partners developed as a result of this grant.	
5.1	Prepare annual budget, workplan and narrative report; report quarterly expenses and accomplishments.	All required budget and grant reporting is submitted to fiscal agent and/or Chancellor's Office.
5.2	In partnership with other COEs, maintain COE statewide website that would make all regional workforce studies and data publicly available and accessible.	COE external website is maintained and workforce studies are posted.
5.3	Store confidential data following legal, contractual and professional obligations.	Store confidential data following legal, contractual and professional obligations
5.4	Maintain the storage of collected and compiled data using available tools such as, Dropbox, Google Drive, COE website and regional consortium web page.	Data and collaterals of value are maintained.
5.5	Document and maintain a directory of network partners.	A directory of partners is stored.
Objective 6:	Continue to advance, innovate, and evolve labor market and workforce research through continuous professional development and implementation of new approaches, methodologies, and data sources.	
6.1	Obtain and maintain a portfolio of subscriptions to the best available labor market data and analysis tools. These may include EMSI Analyst, SPSS, ArcGIS, etc.	Subscriptions to labor market data and analysis tools are maintained and utilized for research projects.
6.2	Engage in professional development activities related to labor market research, community and economic research, research methodology, etc.	Director maintains the knowledge of the latest innovations in labor market research.
6.3	Participate on COE workgroups to sustain internal tools, methodologies, website, marketing and other initiative priorities.	Network of regional COE provide consistency of services, methodological approaches and support a statewide infrastructure.

APPLICATION BUDGET SUMMARY

RFA Specification No.: _____ **Program Year: 2019/2020**

RFA Specification Title: _____ **Telephone No.:** _____

District/College: _____ **Fax No.:** _____

Object of Expenditure	Classification	Line	Total Program Funds Requested	Match
1000	Instructional Salaries	1		
2000	Noninstructional Salaries	2		
3000	Employee Benefits	3		
4000	Supplies and Materials	4		
5000	Other Operating Expenses and Services	5		
6000	Capital Outlay	6		
7000	Other Outgo	7		
Total Direct Costs		8	-	-
Total Indirect Costs (4% of line 8)		9		
Total Project Costs		10	-	-

NOTE: Provide an Application Budget Detail Sheet for each funding source including match, if required.

I authorize this cost proposal as the maximum amount to be claimed for this project and assure that funds shall be spent in compliance with State and federal regulations

Project Director Name/Title _____
(Authorized Signature) Date

District Chief Business Officer _____
(Authorized Signature) Date

Chancellor's Office
California Community
Colleges

District: _____

College: _____

RFA Specification No.: _____

Program Year: _____

Source of Funds: Economic and Workforce Development

Object of Expenditure ¹	Classification	Matching Funds
Total Matching Funds		-

¹ These represent frequently used account codes. Refer to Crossover Chart for further options.

Authorized Signature of Donor _____
 Name: _____
 Company/Organization _____
 Address _____

Matching Resources

A primary factor in considering the award of funds is the level and commitment of business and industry partners. Projects are required to show one dollar of match for each dollar of Economic and Workforce Development Program funding. The level and commitment from business and industry, shown by cash or in-kind matching basis, is **required** for subsidized internships and performance-improvement training activities. For all other activities, matching resources may come from various sources and may be cash or in-kind. In-kind resources include, but are not limited to, staff time (i.e., industry partners attending advisory committee meetings), facilities, and the use of equipment. Cash match may include monetary or equipment donations. All match should offset real costs of the project.

Examples of match include, but are not limited to:

- Staff time of industry partners attending advisory committee meetings or serving as mentors to students and/or faculty;
- FTES apportionment generated for courses offered as a result of the project;
- Facilities donated for classes and/or meetings;
- Paid internships (business partners paying students' salaries)
- ETP contracts
- Federal grants
- Other state grants (except other Economic and Workforce Development grants)
- Equipment donations
- Indirect administrative overhead costs not to exceed 16% of the total grant amount

NOTE: Grantees will be expected to include in their final report all match actually generated.

Budget Detail Sheets must be prepared for each donor of matching resources (see the budget form examples in the *Instructions*). The budget detail must clearly delineate the proposed expenditures for both the requested Economic and Workforce Development Program funds and the matching funds. Budget detail sheets for match must have either the signature of the match donor, a written agreement, or an accompanying letter committing the specific resources identified in the budget detail sheet. The responsible person of the business or organization who has the authority to commit the matching resource shall sign this letter. Do not include general letters of support that do not specifically describe matching resources. Participation Agreements, Cooperative Agreements, and Partnership Agreements, as described above in the Project Management Plan section, can also act as vehicles to provide evidence of fund/resource commitments. For further guidance on matching resources, see "Cost Sharing or Matching and Program Income" in the Appendix to the RFA available online.

Program Income as Match

Program income may also be used as match. Program income includes fees normally charged for technical assistance and contracts for training for employers through contract education. Match may be based on past revenues, projected revenues for each year, or known income sources. However, in the final report, receipts for fees or contracts must verify match. For match based on past revenues, budget detail matching sheets should be provided with documentation of past revenues. Projects whose colleges/districts have a history of program income may provide a program income plan and include signed budget detail sheets for the planned income. For large contract education projects or

performance-improvement training programs, a listing of executed contracts or agreements for services, with a copy of the signature page of the executed document, should be attached to the program income plan. If this project includes performance-improvement training or contract education projects that are current and apply to the performance period of this grant, a budget detail sheet for each contract or fee based agreement that documents dedicated match is needed.

Program income earned during the project period shall be retained within this funded project and, in accordance with RFA requirements and/or the terms and conditions of the grant shall be added to Economic and Workforce Development funds and used to **expand** eligible project or program objectives within this funded project. Disposition of program income in the absence of specific requirements in the RFA or Terms and Conditions shall be determined by the System Office, consistent with the guidelines established for federal funds in OMB Circular A-100 (see Appendix to RFA Specifications available online).



Exhibit B

Building the future through quality education

DATE: 6/13/19

TO: Center of Excellence Directors and Center of Excellence Technical Assistance Provider

CC: Vice Chancellor, WEDD, Sheneui Weber
 Dean, Jeffrey Mrizek
 COE Project Monitor, Katie Gilks
 Fiscal Agent Specialist, Maria Gil

FROM: Sarah Santoyo, Fiscal Agent for the 2019/20 Center of Excellence grant awards

RE: 2019/2020 Center of Excellence (COE) Renewal Application Process

Rancho Santiago CCD (RSCCD) will serve as the fiscal agent for the 2019/2020 Center of Excellence Grant awards. This notice is to provide information on the 19/20 COE renewal application process.

Please review the following attachments included with the notification email:

- Notice regarding the 2019/20 COE renewal process
 - the 19/20 COE funding award amounts are provided on the last page
- 2019/20 COE renewal application forms
 - Budget Summary (Excel) **[requires signatures]**
 - Budget Detail [budget for one year, 7/1/19 - 6/30/20]
 - Workplan Form (Word)
 - Refer to the COE Regional Workplan Objectives (Excel) to complete the workplan
 - Assurances **[requires signatures]**

COE Renewal Process and Timeline

June 13, 2019	Renewal notice sent out by the Fiscal Agent
June 27, 2019	Renewal applications due. COEs and COE TAP submit the completed applications to the Fiscal Agent, Sarah Santoyo (Santoyo_Sarah@rscsd.edu)
July 15, 2019	Sub-agreements between RSCCD and the COE host colleges are presented to the fiscal agent's Board for approval.
July 19, 2019	Sub-agreements are mailed to the COEs and COE TAP with instructions for final processing
July 30, 2019	Instructions for COE reporting will be sent to the COE Directors

BOARD OF TRUSTEES:

Claudia C. Álvarez • Arianna P. Barrios • John R. Hanna • Lawrence R. "Larry" Labrado • Nelida Mendoza Yanez • Phillip E. Yarbrough

CHANCELLOR:

Raúl Rodríguez, Ph.D.

IMPORTANT information on the process and timeline to create sub-agreements with the COE hosts

Ideally, the fiscal agent would submit the sub-agreements for the COE and COE TAP hosts at its board meeting on July 15, 2019. To put the COE and COE TAP agreements on the 7/15/19 board docket the fiscal agent needs the following:

- Grant agreement facesheet for the fiscal agent from the Chancellor's Office (by 6/27/19)
- Completed renewal application packets from the COEs and COE TAP (by 6/27/19)

If we are unable to meet these deadlines, the fiscal agent's next board meeting is on 8/12/19, and docket items are due 7/30/19. This would not change the performance term, which will remain 7/1/19 - 6/30/20.

If you have any questions or require additional guidance or assistance, please let me know.

Respectfully,

A handwritten signature in blue ink that reads "Sarah Santoyo". The signature is written in a cursive, flowing style.

Sarah Santoyo, Fiscal Agent (714-480-7466), Santoyo_Sarah@rsccd.edu)

Award allocations provided by the Chancellor's Office, as of 6/6/19

COE	Region	Center	# of colleges	Host	Director	Amount
	Bay		28	CCSF	John Carrese	\$250,000
	CVML		14 (+1 pending accreditation)	Modesto	Nora Seronello	\$200,000
	IE-Desert		12	Chaffey	Michael Goss	\$200,000
	LA-OC	LA-OC	19	MtSAC	Lori Sanchez	\$250,000
		Orange	9 (+1 Cont. Ed)	RSCCD	Jesse Crete	n/a
	NFN	Northern CA	7	Los Rios	Aaron Wilcher	\$200,000
		Far North	8	Shasta	Sara Phillips	n/a
	SDI		9 (+1 Cont. Ed)	MiraCosta	Tina Ngo Bartel	\$200,000
	SoCen		8	Moorpark	Adele Hermann	\$200,000
Statewide	n/a		n/a	Los Rios	Laura Coleman	\$300,000
Total, All	7	9	114 (+3)	9	10	\$1.8m

*Red denotes double-regions.

Katie Gilks, Specialist
 California Community College Chancellor's Office
 Workforce and Economic Development Division

1102 Q Street, 6th Floor
 Sacramento, California 95811
 916-445-1606 office
kgilks@cccco.edu

ASSURANCES

All regional awardees/recipients of EWD funding for Center of Excellence (COE) agree to:

- 1) Advance COE strategic goals and objectives and report grant deliverables as instructed by the CCCCCO EWD program.
- 2) Participate in statewide and regional activities focused on increasing awareness and utilization of the COE for Labor Market Research (COE).
- 3) Conduct research, provide technical assistance and develop materials consistent with COE standards and guidelines in research methodology and product development.
- 4) Work collaboratively with the Statewide Director and CCCCCO Project Monitor in determining and carrying out workplan activities and objectives.
- 5) Collaborate with the Statewide Director in the selection process for staffing the COE. Consult with the Statewide Director and Project Monitor before posting a job description for a COE Director.
- 6) The Center director must be full-time (i.e., on a 12-month schedule)* and have expertise/experience in the following:
 - a) Identifying appropriate sources of data and information about high growth industries and demand occupations.
 - b) Compiling and synthesizing data from various sources to develop and write reports providing a comprehensive view of workforce needs.
 - c) Understanding the workforce and economic drivers in a region.
 - d) Establishing partnerships with regional colleges, faculty and administration as well as industry and/or occupational experts/associations, regional workforce organizations, community groups, and professional organizations.
 - e) Understanding of regional college curricular strengths and programs.
 - f) Understanding the basic principles of postsecondary education and operations of a community college organization.
 - g) Fluency in Excel and other software applications, including familiarity with geospatial tools.
 - h) Strong writing, presentation, and facilitation skills.
- 7) Upon request, participate in site visits and planning sessions with Project Monitor and Statewide Director.
- 8) Provide the Statewide Director and Project Monitor with relevant information regarding grant program investments, including program income or other funding streams utilized, to demonstrate the COE return on investment.

**The Project Monitor may approve temporary exceptions to 100% Director rule.*

Acknowledgment of understanding and acceptance of the roles and responsibilities of the Center of Excellence awardee/recipient.

Host District/College:			
COE Name:		Administrator Name:	
Signature :		Signature :	
Date:		Date:	

INVOICE

Date:

Invoice No.:

Purchase Order No.:

Name

Address:

City:

State:

Zip:

Attn:

Bill To: Rancho Santiago CCD (RSCCD)
Attn: Sarah Santoyo
2323 North Broadway, Ste. 201
Santa Ana, CA 92706

Grant Number:

Fiscal Agent Sub-Agreement Number:

Chancellor's Office Project Monitor:

Payment Type: Advance Payment Progress Payment Final Payment

Other Payment (describe):

Description of Work and Dates Services Rendered:

Total Amount Due: \$

District/College Accounting Office Contact:

District/College Program Contact:

Name:

Name:

Title:

Title:

Email:

Email:

Phone number:

Phone number:

Instructions for Invoice Template

All invoices must be submitted electronically to the Rancho Santiago CCD Fiscal Agent Office (Gil_Maria@rscdd.edu). The e-mail subject line must state "Invoice Enclosed – District Acronym/Key Talent Role or Program/Sub-Agreement#".

Example: Chaffey/COE/#19-405-005

If you are submitting a corrected invoice, please state it in the subject line "REVISED Invoice Enclosed – District Acronym/Key Talent Role or Program/Grant Number".

Below are additional details about each field. If you have any questions about this Invoice Template, please contact the Fiscal Agent Specialist at Gil_Maria@rscdd.edu.

Letterhead/logo - Insert letterhead or logo image.

Date – Enter the date the invoice was created.

Invoice No. – Enter an invoice number to be used for internal purposes by the community college district/college.

Purchase Order No. – Enter the purchase order number issued to the host college/district from Rancho Santiago CCD, Purchasing Department.

Name – Using the drop down list to select the District name or enter information manually. The name must match the name listed on the sub-agreement with the Fiscal Agent.

Address – Enter the District address which should match with the address listed on the sub-agreement with the Fiscal Agent.

Grant Number – Enter the grant number provided by the Project Monitor.

Fiscal Agent Sub-Agreement Number – Enter the sub-agreement number listed on the page footer of the sub-agreement with the Fiscal Agent.

Chancellor's Office Project Monitor – Enter the name of the Chancellor's Office Project Monitor. If unknown, enter the Program Name.

Payment Type – Identify the payment type (advance, progress, final or other payment). If other payment is clicked, provide a brief description of the payment type.

Description of Work and Dates Services Rendered – Provide a description of the work performed and the dates of services rendered.

Total Amount Due – Enter the amount invoiced to CCCCCO.

District/College Accounting Office Contact Information – Identify an accounting office contact.

District/College Program Contact Information – Identify a program contact who can address questions about the work performed.

Exhibit E

Chancellor's Office, California Community Colleges
Workforce and Digital Futures Division

GRANT AGREEMENT

ARTICLE I

**Key Talent Administration & Sector Strategy Fiscal Agent
Program-Specific Legal Terms and Conditions
July 2018**

ARTICLE II

**Standard Legal Terms and Conditions
(Revision 5/15/14)**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: July 15, 2019
Re:	Approval of Sub-Agreements between RSCCD and Local Educational Agencies in Los Angeles County and Orange County awarded the K-12 Strong Workforce Program Pathways Improvement Grant	
Action:	Request for Approval	

BACKGROUND

RSCCD was selected by the California Community Colleges Chancellor's Office (Chancellor's Office or CO), Workforce & Economic Development Division to serve as the Fiscal Agent for the K-12 Strong Workforce Program (SWP) Pathway Improvement funds for the Los Angeles and Orange County Region. As fiscal agent, RSCCD will oversee disbursement, monitoring and guidance for the local educational agencies (LEAs) to implement projects that strengthen the career education pathways from K-12 to the community college system that pertain to in-demand, high-wage occupations in the region.

ANALYSIS

In March 2019, local educational agencies (LEAs) in Los Angeles and Orange Counties submitted project proposals for the K-12 SWP Pathway Improvement funds. Projects were reviewed and evaluated by a selection committee. The Chancellor's Office published the list of approved grant awards in a memo dated 4/30/19. As some award amounts were different than what was requested, the LEAs adjusted their budgets during May and June. As the fiscal agent for these funds, RSCCD has developed the following sub-agreements to disburse the grant awards to the LEAs.

Local Educational Agency	Award Amount	Agreement No.
ORANGE COUNTY		
Garden Grove Unified School District	\$75,000	18-2254-34
Orange County Office of Education	\$11,341,463	18-2254-35
Santa Ana Unified School District	\$1,411,910	18-2254-36
<i>Sub-total Orange County</i>	<i>\$12,828,373</i>	
LOS ANGELES		
ABC Unified School District	\$189,252	18-2254-01
Bassett Unified School District	\$130,519	18-2254-02
Beverly Hills Unified School District	\$87,012	18-2254-03
Birmingham Community Charter High School	\$609,087	18-2254-04
Burbank Unified School District	\$406,642	18-2254-05
California Advancing Pathways for Students CALAPS JPA	\$514,076	18-2254-06
Centinela Valley Union High School District	\$870,124	18-2254-07
Compton Unified School District	\$410,162	18-2254-08

Local Educational Agency	Award Amount	Agreement No.
Covina-Valley Unified School District	\$261,037	18-2254-09
Culver City Unified School District	\$108,765	18-2254-10
Downey Unified School District	\$4,341,773	18-2254-11
East San Gabriel Valley ROP	\$525,903	18-2254-12
El Monte Union High School District	\$387,204	18-2254-13
Glendale Unified School District	\$1,305,185	18-2254-14
Hacienda la Puente Unified School District	\$544,915	18-2254-15
Inglewood Unified School District	\$41,331	18-2254-16
LA Promise Fund	\$2,197,027	18-2254-17
Long Beach Unified School District	\$469,866	18-2254-18
Los Angeles Academy of Arts & Enterprise Charter	\$140,000	18-2254-19
Los Angeles Co. Office of Education	\$587,334	18-2254-20
Los Angeles Unified School District	\$3,573,765	18-2254-21
Lynwood Unified School District	\$80,051	18-2254-22
Norwalk-La Mirada Unified School District	\$870,123	18-2254-23
Options for Youth San Gabriel	\$870,124	18-2254-24
Pasadena Unified	\$815,647	18-2254-25
Pomona Unified School District	\$256,251	18-2254-26
Port of Los Angeles High School	\$65,259	18-2254-27
Rowland Unified School District	\$542,620	18-2254-28
Santa Monica-Malibu Unified	\$21,588	18-2254-29
School for Integrated Academics & Technologies, Inc.	\$247,876	18-2254-30
South Pasadena Unified School District	\$139,220	18-2254-31
Tri-Cities Regional Occupational Program	\$3,739,884	18-2254-32
Vaughn Next Century Learning Center	\$710,032	18-2254-33
<i>Sub-Total – Los Angeles</i>	<i>\$26,059,654</i>	
Total Orange County & Los Angeles	\$38,888,027	

Project Director: Sarah Santoyo **Project Administrator:** Enrique Perez

RECOMMENDATION

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

Fiscal Impact:	\$38,888,027 (grant-funded)	Board Date: July 15, 2019
Prepared by:	Sarah Santoyo, Assistant Vice Chancellor of Educational Services	
Submitted by:	Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by:	Martin Martinez, Chancellor	

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
NAME LOCAL EDUCATIONAL AGENCY**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 15th day of July, 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **Name of Local Educational Agency** (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the K12 Strong Workforce Program Pathway Improvement funds for Los Angeles and Orange Counties, (hereinafter “Grant”) from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division, hereinafter “Prime Sponsor,” to sub-grant and contract with Local Educational Agencies to implement career education, K-12 to community college pathway improvement projects that connect to in-demand, high-wage occupations in the region; and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. **Statement of Work**

SUBCONTRACTOR agrees to perform the work in the Scope of Work (*Exhibit A*) approved by the PRIME SPONSOR, which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from July 1, 2019 through December 31, 2021.

3. **Total Cost**

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

4. **Budget**

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is

incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Payment and Invoicing

Payment to the SUBCONTRACTOR shall be based on an advanced payment of 80% and a progress payment of 20%. Payment is contingent upon approval by the PRIME SPONSOR. Payment will not exceed the amount listed above under Article I.3. "Total Costs".

SUBCONTRACTOR must submit invoices for payment via email to Santoyo_Sarah@rsccd.edu, and copy Maria Gil (Gil_Maria@rsccd.edu) in the email. The subject line of the invoice should be as follows: "INVOICE_K12SWP_PI_Subcontractor Name."

6. Reporting

SUBCONTRACTOR will provide reports as requested or required by the PRIME SPONSOR, in a timely manner. RSCCD will provide report requirements and instructions to the SUBCONTRACTOR.

7. Expenditure of Grant Funds

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

8. Modifications

If the SUBCONTRACTOR wishes to make substantial changes to the scope of work, then a revised scope of work that describes the requested changes and their impact to the budget and outcomes must be submitted to RSCCD and approved by the PRIME SPONSOR. Substantial changes are those that would represent a significant deviation from the approved scope of work and would lead to different outcomes or fall outside of the generally understood purpose of the use of the funds. Changes in methods of implementation (i.e., the means by which the approved scope of work is implemented) or movement between budget line items would not be considered substantial changes, and would not require prior approval.

9. Time Extensions

SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

10. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

11. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

12. Record Keeping

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

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

14. Mutual Indemnification

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

15. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and

inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination, and RSCCD will reimburse SUBCONTRACTOR for costs incurred up to the termination date.

16. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

17. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

RSCCD: Primary Contact:
Rancho Santiago Community College District
Sarah Santoyo
2323 N. Broadway, Suite 201
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:
Rancho Santiago Community College District
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR:

Primary Contact:

Name: _____
Title: _____
Address: _____

Phone: _____
Email: _____

Fiscal Representative:

Name: _____
Title: _____
Address: _____

Phone: _____
Email: _____

18. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

19. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Education Code Part 54.5 Strong Workforce Program Section 88827), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the legal requirements regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

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

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: *Name of*
SUBCONTRACTOR

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____
Date: _____

Board Approval Date: July 15, 2019

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: K-12 SWP Pathway Improvement Project Plan (certified)

Exhibit B: Intent to Award Memo from the Chancellor's Office

Exhibit C: K-12 SWP Pathway Improvement funds Request for Applications and Program Specifications

Exhibit D: Education Code Part 54.5 Strong Workforce Program, Section 88827

To access a copy of the exhibits to this sub-agreement, please [click here](#).

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: July 15, 2019
Re: Approval of Sub-Agreement between RSCCD and Applied Learning Science for the Strong Workforce Program - Regional Funds Initiative (DO#18-2225-37)	
Action: Request for Approval	

BACKGROUND

Through the Strong Workforce Program Trailer Bill the state allocated funds to community colleges to support collaborative, regional work to improve the quality of career technical education programs and to increase the number of students who complete these programs and enter industry sectors with high-wage occupations in the region. Rancho Santiago Community College District was selected to serve as the Fiscal Agent for the Los Angeles & Orange County Region's Strong Workforce Program - Regional Funds, and is responsible for distributing funds to the region, ensuring that projects are compliant with the funding terms and conditions, providing status reports on the use of funds in the region, and developing and submitting program and expenditure reports to the Chancellor's Office.

ANALYSIS

Strong Workforce Program regional funds will be allocated to Applied Learning Science. PursuitWise provides a uniquely designed marketing and pre-enrollment service that educates the community and potential students about occupations in Career and Technical Education (CTE) and then leverages a professional staff to provide administrative and career services via a virtual platform (i.e., best-in-class technology solutions including phone and chat functions).

The enclosed sub-agreement (DO-18-2225-37) outlines the terms of the project. The period of performance is July 16, 2019, to June 30, 2020. The cost shall not exceed \$394,200.

To access a copy of the exhibits B-D, please [click here](#).

The project director is Dr. Gustavo Chamorro, Director of Los Angeles/Orange County Regional Consortium and the project administrator is Dr. Adriene "Alex" Davis, Assistant Vice Chancellor of Economic and Workforce Development.

RECOMMENDATION

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

Fiscal Impact:	\$394,200.00 (grant-funded)	Board Date: July 15, 2019
Prepared by:	Francisco Villaseñor, Resource Development Coordinator	
Submitted by:	Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

**SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
APPLIED LEARNING SCIENCE**

**FOR THE
STRONG WORKFORCE PROGRAM – REGIONAL FUNDS INITIATIVE
ORANGE COUNTY REGION**

This sub-agreement (hereinafter “Agreement”) is entered into on this 16th day of July 2019, between Rancho Santiago Community College District (hereinafter “FISCAL AGENT”) and Applied Learning Science also referred to as Orange County Department of Education (hereinafter “SUBCONTRACTOR”). FISCAL AGENT and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement. This Agreement is based on the Strong Workforce Program - Regional Funds Initiative agreement between the FISCAL AGENT and the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”).

WHEREAS, the Rancho Santiago Community College District was designated as the FISCAL AGENT for the Strong Workforce Program – Regional Funds Initiative for the Los Angeles and Orange County region and is responsible for distributing funds to the community college districts within the region following certification of the regional plans by the Regional Consortia, and is responsible for monitoring the work of the Agreement for compliance with the terms and conditions of the funds, as delineated in the FISCAL AGENT’s Scope of Work; and

WHEREAS, FISCAL AGENT has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Agreement according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties agree as follows:

1. Statement of Work
SUBCONTRACTOR agrees to implement the work as described in the Scope of Work (**Exhibit A**), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.
2. Period of Performance
The period of performance for this Agreement shall be from July 16, 2019, through June 30, 2020.
3. Total Cost
The total cost to FISCAL AGENT for performance of this Agreement shall not exceed **\$394,200.00** USD, to be funded by the Strong Workforce Program Regional Initiative.

4. Budget
SUBCONTRACTOR agrees that the expenditures of all funds under this Agreement will be in accordance with the Project Budget (**Exhibit A**), which by reference is incorporated into this Agreement.
5. Payment
SUBCONTRACTOR will submit upon RSCCD's receipt invoice for that disbursement. RSCCD shall make reimbursement payments as long as the total payments under this Agreement do not exceed the amount listed above under Article I.3. "Total Costs".
6. Invoices
SUBCONTRACTOR one invoice is to be submitted for a twenty 20% advance payment upon receipt of the fully executed agreement and to submit monthly invoices. The invoice must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Gustavo Chamorro, Ed.D., Orange County Director
Los Angeles and Orange County Regional Consortium (LAOCRC)
2323 N. Broadway, Suite 328
Santa Ana, CA 92706
7. Reporting
Through this Agreement, SUBCONTRACTOR agrees to provide data and submit reports, upon request, for the duration of the Agreement. SUBCONTRACTOR will submit reports to the Project Director via email at Chamorro_Gustavo@rsccd.edu in a timely manner.
8. Expenditure of Funds
SUBCONTRACTOR agrees to comply with all funding requirements and that it is solely responsible for the appropriate expenditure of all funds received and for any misappropriation or dis-allowment of funds.
9. Time Extensions
FISCAL AGENT will not be requesting a time extension for program activities from the PRIME SPONSOR. As a result, SUBCONTRACTOR will not be granted an extension. Therefore, SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement. Under this Agreement, SUBCONTRACTOR will only be reimbursed for expenses that are incurred on or prior to **June 30, 2020**.
10. Independent Contractor
SUBCONTRACTOR agrees that the services provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of FISCAL AGENT, nor shall its employees be entitled to any personnel benefits of FISCAL AGENT whatsoever.

11. Subcontract Assignment

Unless specifically noted in the Scope of Work (**Exhibit A**), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by FISCAL AGENT. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement.

SUBCONTRACTOR shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with state SUBCONTRACTOR guidelines. SUBCONTRACTOR shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by SUBCONTRACTOR. By entering into this Agreement SUBCONTRACTOR agrees that it is the direct provider of intended services. Upon request, SUBCONTRACTOR shall submit to FISCAL AGENT copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

12. Rules for Deliverables

- A. Any document or written report prepared in whole or in part by Parties shall reference the Strong Workforce Program relating to the preparation of such document or written report.
- B. All products resulting from this Agreement or its subcontracts in whole or in part shall reference the California Community Colleges, Chancellor's Office and the specific funding source (Strong Workforce Program).
- C. All references to the project shall include the phrase, "funded in part by the California Community Colleges, Chancellor's Office."

13. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of five (5) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

14. Audit

SUBCONTRACTOR agrees that FISCAL AGENT, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of FISCAL AGENT, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

15. Insurance

The Parties are self-insured public entities for the purposes of professional liability, general liability and workers' compensation. Each Party warrants that through its program of self-

insurance it has adequate liability, general liability and workers' compensation to provide coverage for liabilities arising out of the Parties performance of this contract.

16. Mutual Indemnification

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

17. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of FISCAL AGENT under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the FISCAL AGENT Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, FISCAL AGENT shall provide SUBCONTRACTOR with written notification of such determination, and FISCAL AGENT shall reimburse SUBCONTRACTOR for costs incurred for the completion of the work described in **Exhibit A**, including without limitation, all non-cancelable obligations incurred through the date of termination.

18. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by FISCAL AGENT and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, FISCAL AGENT receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of FISCAL AGENT or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California,

and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

19. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

FISCAL AGENT:

Rancho Santiago Community College District

Primary Contact:

Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, Hardash_Peter@rsccd.edu

Gustavo Chamorro, Ed.D., Orange County Director
Los Angeles and Orange County Regional Consortium (LAOCRC)
2323 N. Broadway, Suite 328
Santa Ana, CA 92706
(714) 564-5521; Chamorro_Gustavo@rsccd.edu

SUBCONTRACTOR:

Applied Learning Science Orange County

Primary Contact:

Anna Campbell, Principal
2249 Queensberry Rd.
Pasadena, CA 91104
(304) 813-4183; Anna.Campbell@appliedlearningscience.com

Fiscal Contact:

Anna Campbell, Principal
2249 Queensberry Rd.
Pasadena, CA 91104
(304) 813-4183; Anna.Campbell@appliedlearningscience.com

20. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the Parties agree that all other provisions of this Agreement remain in full force and effect and shall not be affected thereby.

21. Waiver

Any waiver by FISCAL AGENT of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term. Failure on the part of Fiscal Agent to require full, exact, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms of this Agreement, or stopping FISCAL AGENT from enforcing the terms of this Agreement.

22. Severability

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

23. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

As the Agreement is contingent upon the availability of funds, and is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, FISCAL AGENT may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

24. Assurances

By signing this Agreement the Parties certify they will comply with the terms and conditions outlined in the Strong Workforce Program Trailer Bill, and with the guidance documents provided by the California Community College Chancellor's Office, as set forth and incorporated into this Agreement by reference.

By signing this Agreement the SUBCONTRACTOR certifies that it complies with state and federal requirements for Standards of Conduct, Workers' Compensation Insurance, Participation in Project-Funded Activities, Non-Discrimination, Accessibility for Persons with Disabilities, Drug-Free Workplace Certification, Intellectual Property, and Debarment and Suspension, and will adhere to these legal standards and requirements in the performance of work related to this Agreement.

25. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR:
Applied Learning Science

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Board Approval Date: July 15, 2019

47-4314542
Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A	Scope of Work and Project Budget
Exhibit B	Proposal
Exhibit C	Guidelines, Definitions and Reasonable Standards for SWP
Exhibit D	Trailer Bill Language for Strong Workforce Program (Link)

Organization:	Applied Learning Science
Contact:	Anna Campbell
Address:	2249 Queensberry Rd.
City:	Pasadena
State and Zip:	CA 91104
Fax:	
EIN:	47-4314542
Service Period:	7/16/19 – 6/30/2020
Contract Amount:	(Not to exceed) 394,200.00
Project Description:	<p>PursuitWise provides a uniquely designed marketing and pre-enrollment service that educates the community and potential students about occupations in Career and Technical Education (CTE) and then leverages a professional staff to provide administrative and career services via a virtual platform (i.e., best-in-class technology solutions including phone and chat functions). The main objective of this contract is to continue the PursuitWise pre-enrollment services and expand the equity-based marketing platform to increase enrollment for Orange County Community Colleges.</p> <p>PursuitWise has devised a student-centered approach with one simple objective: connect potential students with in-demand jobs and get them on the right educational path to be successful. PursuitWise counselors, called Navigators, use a career development process supported by occupational assessments that help with the career decision making process. Once defined, students are then able to focus on more clarified educational planning. By helping prospective students identify satisfying career goals that are tailored to their interests and regionally-based occupational options before they step onto a college campus, students have a much greater likelihood of successful completion without taking unneeded coursework.</p>

<p>Scope of Work:</p>	<p>PursuitWise is committed to providing the highest level of service for the OC Region to have an impact on enrollment and equity gains for all schools within the OC Region. Provided below are an overview on what is in scope for continuation of the Service.</p> <p><u>Pre-enrollment Services:</u></p> <ul style="list-style-type: none"> • Providing pre-enrollment career guidance and mentorship to potential students. Services are accessible to applicants and any potential student as often as they like with convenient remote access. • Answering calls, texts and video conferencing appointments for an average of 40/hrs. a week (note: hours determined by seasonal enrollment cycles) • Collaboration with partner schools to ensure a student-centered hand off process to campus contacts <p><u>Online Career Assessments for critical OC Sectors:</u></p> <ul style="list-style-type: none"> • Access to Career Compass and Micro Compass tools customized to the Orange County region with regular updates to LMI data powering the tools <p><u>Marketing and Community Engagement Services:</u></p> <ul style="list-style-type: none"> • Partnership with Interact to design and implement a shared strategy for increasing the usage/impact of the PursuitWise service • Unlimited campus/counselor presentations • Other meetings as requested by partner schools and project sponsor • PursuitWise Social media advertising
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<p>Deliverables:</p>	<p><u>Data Analytics:</u></p> <ul style="list-style-type: none"> • Monthly reporting on call volume, types of calls and other critical metrics needed to further understand student needs • Extensive reporting of student success stories <p><u>Weekly meetings with project sponsor</u></p> <ul style="list-style-type: none"> • Collaboration with regional marketing campaign • Regular communication with deans, counselors and internal staff to ensure continuity of bridge services is functioning optimally
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Exhibit A: Budget Detail: \$ (\$394,200)

Category	Amount (monthly)	Budget Justification
Career Navigators providing Pre-enrollment Counseling	16,850/month	Trained career counselors available for variable call volume during service hours
Maintenance of Career Assessments	4,500/month	Industrial/Organizational Psychologists on staff to validate and adjust assessments as required
Marketing and Outreach	7,800/month	Graphic design support for online platform and marketing assets. Boots-on-the ground resources to form community partnerships and provide counseling support
Project management and analytics	3,700/month	Oversight of project, staff, and budget. Provide reporting support.
TOTAL MONTHLY COST	\$32,850 for 12 months	

Exhibit B: Payment Schedule

Date	Disbursement	Deliverable	Amount
7/16/19	20% Due at time contract service period begins	Signed Contract	\$78,840.00
8/01/19	Monthly Service fee	Monthly reporting on call volume, types of calls and other critical metrics needed	\$28,670.00
9/01/19	Monthly Service fee	Monthly reporting on call volume, types of calls and other critical metrics needed	\$28,669.00
10/01/19	Monthly Service fee	Monthly reporting on call volume, types of calls and other critical metrics needed	\$28,669.00
11/01/19	Monthly Service fee	Monthly reporting on call volume, types of calls and other critical metrics needed	\$28,669.00
12/01/19	Monthly Service fee	Monthly reporting on call volume, types of calls and other critical metrics needed	\$28,669.00
1/01/19	Monthly Service fee	Monthly reporting on call volume, types of calls and other critical metrics needed	\$28,669.00
2/01/19	Monthly Service fee	Monthly reporting on call volume, types of calls and other critical metrics needed	\$28,669.00

EXHIBIT A **Los Angeles Orange County
 Regional Consortium Contractor's Scope
 of Work Template**

3/01/19	Monthly Service fee	Monthly reporting on call volume, types of calls and other critical metrics needed	\$28,669.00
4/01/19	Monthly Service fee	Monthly reporting on call volume, types of calls and other critical metrics needed	\$28,669.00
5/01/19	Monthly Service fee	Monthly reporting on call volume, types of calls and other critical metrics needed	\$28,669.00
6/01/19	Monthly Service fee	Monthly reporting on call volume, types of calls and other critical metrics needed	\$28,669.00

Exhibit C: Planned Major Activities and Major Outcomes

Planned Major Activities
Conduct extensive hybrid engagement strategy that includes ongoing connection with Orange County High Schools and Orange County Community Based Organizations. Provide engaging presentations, PursuitWise materials and personal connection to the Navigators
Enhance the virtual support services as required to prepare students from diverse populations
Partner with OCCCs to ensure buy-in and enhance the overall effectiveness of the service
Planned Major Outcomes
Form partnerships with CBOs and High Schools to so that underserved populations can fully access services
Further enhance assessments so that they educate prospective students on viable jobs and promote access to information on in-demand career options
Provide equity-based mentoring via partnerships with HSs and CBOs to meet students where they are and support them on their educational journey
Provide prospective students with a realistic job preview so that they begin their educational career informed and engaged

Exhibit D: Planned Task Force Recommendations

.SWP Targeted Metrics	
Metrics	Projected Quantity
# of PursuitWise programs active in OC High Schools	N = 20
# of PursuitWise programs with OC CBO's	N = 3
% of PursuitWise clients who are from underrepresented populations	80%
% of marketing assets (tv ads, radio ads, interviews, etc.) in Spanish	50%
% of PursuitWise clients that enroll into a pathway for a specific career	40%
% of PursuitWise clients who declare a major	60%
% of PursuitWise clients who receive enrollment support	80%

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: July 15, 2019
Re:	Adoption of Resolution No. 19-16 – Office of Statewide Health Planning and Development for the Song-Brown Health Care Workforce Training Program, Registered Nurse Education Capitation Grant (Agreement # GA18-SBRNC 1000063)	
Action:	Request for Adoption	

BACKGROUND

Santa Ana College's Nursing Program was awarded a Song-Brown Registered Nurse Education Capitation Grant from the Office of Statewide Health Planning and Development in recognition of SAC's successful and innovative strategy to provide the highest quality of instruction for nursing students. The award amount is \$100,000 for a two-year funding cycle from August 1, 2019 through August 15, 2021, in accordance with the funding terms and conditions as set forth and incorporated into grant agreement # GA18-SBRNC-1000063. Funds are provided for the Associate's degree nurse education of ten (10) full-time nursing students per contract year in 2019/20 and 2020/21 for a total of 20 nursing students at Santa Ana College. The SAC Nursing Program is to be paid a capitated rate of \$10,000 per nursing student per contract year.

ANALYSIS

The Office of Statewide Health Planning and Development requires the Board of Trustees to adopt a resolution designating and approving an authorized representative of the district to sign any related contractual and amendment documents related to grant agreement # GA18-SBRNC-1000063.

The project director is Rebecca Miller, Associate Dean of Health Science and the project administrator is Saeid Eidgahy, Dean, Science, Mathematics & Health Sciences.

RECOMMENDATION

It is recommended that the Board adopt the resolution with the Office of Statewide Health Planning and Development and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact:	none	Board Date: July 15, 2019
Prepared by:	Roxana Pleitez, Resource Development Coordinator	
Submitted by:	Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

RESOLUTION

This resolution is adopted in order to certify the approval of the Board of Trustees to enter into this grant agreement with the State of California, Office of Statewide Health Planning and Development for the purpose of Santa Ana College’s Nursing Program to implement the Song-Brown Health Care Workforce Training Program, Registered Nurse Education Capitation Grant **and to authorize the designated personnel to sign related contractual documents for fiscal years 2019/2020 and 2020/2021.**

RESOLUTION NO. 19-16

BE IT RESOLVED that the Board of Trustees of Rancho Santiago Community College District authorizes entering into and executing the grant agreement number **GA18-SBRNC-1000063** with the State of California, Office of Statewide Health Planning and Development to implement the Song-Brown Registered Nurse Education Capitation Grant and authorizes the person(s) listed below to sign the grant agreement and related documents on behalf of the Board of Trustees.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Marvin Martinez</u>	<u>Chancellor</u>	_____
<u>Peter J. Hardash</u>	<u>Vice Chancellor</u>	_____
<u>Enrique Perez, J.D.</u>	<u>Vice Chancellor</u>	_____

PASSED AND ADOPTED THIS 15th day of July 2019, by the Board of Trustees of the Rancho Santiago Community College District of Orange County, California.

I, Zeke Hernandez, Clerk of the Board of Trustees of the Rancho Santiago Community College District, of Orange County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk’s Signature)

(Date)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: July 15, 2019
Re: Approval of extension of Lease Agreement between RSCCD and the Los Angeles Area Chamber of Commerce for the Strong Workforce Program	
Action: Request for Approval	

BACKGROUND

Through the Strong Workforce Program Trailer Bill the state allocated funds to community colleges to support collaborative, regional work to improve the quality of career technical education programs and to increase the number of students who complete these programs and enter industry sectors with high-wage occupations in the region. The goal of the LAOCRC grant is to connect individuals and align programs and curriculum to the needs of business & industry. The LAOCRC entered into a one year lease agreement with the Los Angeles Chamber Area of Commerce on June 1, 2018 and is now seeking to extend the lease for an additional two years.

ANALYSIS

Strong Workforce Program regional funds will be allocated to the Los Angeles Chamber Area of Commerce to continue to secure the Los Angeles office for a two year lease period (July 1, 2019 - June 30, 2021). The LAOCRC LA Office will house the Executive Director, LA Regional Director, and staff as stipulated in the lease agreement. The lease is all inclusive of base rent, shared operational expenses, and far below market rate for office space in the area. The Los Angeles Area Chamber of Commerce is honoring the same discounted price and extended the lease for two years. The total amount due for a two year lease is \$85,750.00 (July 1, 2019-June 30, 2020 annual cost is \$42,000.00 and July 1, 2020-June 30, 2021 annual cost is \$43,750.00). To access a copy of the original lease agreement and exhibits, please [click here](#).

The project director is Dr. Adriene “Alex” Davis, Assistant Vice Chancellor of Economic and Workforce Development and the project administrator is Enrique Perez, J.D., Vice Chancellor of Educational Services.

RECOMMENDATION

It is recommended that the Board approve the lease agreement extension and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact: \$85,750.00 (grant-funded)	Board Date: July 15, 2019
Prepared by: Dr. Adriene “Alex” Davis, Assistant Vice Chancellor of Economic & Workforce Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Marvin Martinez, Chancellor	5.8 (1)

Los Angeles Orange County Regional Consortium

June 26, 2019

Los Angeles Area Chamber of Commerce
Attn: Mr. Benjamin Stilp
350 S. Bixel St.
Los Angeles, CA 90017

RE: Los Angeles Area Chamber of Commerce Lease Extension

Dear Mr. Stilp,

The Los Angeles / Orange County Regional Consortium would like to request a lease extension for the next two fiscal years, 2019-2020 and 2020-2021. See details below based on the agreement:

1. **July 1, 2019- June 30, 2020 @ 20% increase over base**
 $\$35,000 \times 20\% = \$42,000$
2. **July 1, 2020- June 30, 2021 @ 25% increase over base**
 $\$35,000 \times 25\% = \$43,750$

Please review, confirm, and **sign** the memo in order to move forward with our district's Board approval process; scan and email the signed document to madrigal_maria@rscdd.edu.

Should you have any questions, contact Maria Madrigal at (714) 564-5575 or madrigal_maria@rscdd.edu.

Sincerely,



6/25/19

Dr. Adriene "Alex" Davis, Assistant Vice Chancellor
of Economic Workforce Development
LA / OC Regional Consortium
Rancho Santiago Community College District
2323 N. Broadway, Room #328-3
Santa Ana, CA 92706
Phone: 714-480-7457
E-Mail: davis_adriene@rscdd.edu

Approve Lease Extension: _____

Mr. Benjamin Stilp, Chief Operating Officer/ Chief Financial Officer
Sr. Vice President of Finance & Administration

Date: 6-26-19



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: July 15, 2019
Re: Approval of Event Sales Agreement between RSCCD and Hyatt Regency Huntington Beach	
Action: Request for Approval	

BACKGROUND

Through the Strong Workforce Program Trailer Bill the state allocated funds to community colleges to support collaborative, regional work to improve the quality of career technical education programs and to increase the number of students who complete these programs and enter industry sectors with high-wage occupations in the region. Rancho Santiago Community College District was selected to serve as the Fiscal Agent for the Los Angeles & Orange County Region's Strong Workforce Program - Regional Funds, and is responsible for distributing funds to the region, ensuring that projects are compliant with the funding terms and conditions, providing status reports on the use of funds in the region, and developing and submitting program and expenditure reports to the Chancellor's Office.

ANALYSIS

Strong Workforce Program funds will be allocated to the Hyatt Regency Huntington Beach Hotel. The Orange County region will be hosting the Los Angeles Orange County Regional Consortium 2nd Annual Orange County Regional Retreat on Thursday, August 8, 2019 from 8:00 a.m. to 3:00 p.m. Orange County partners who have collaborated in the Strong Workforce Program initiative will be in attendance such as; Deans, Faculty, Industry, Deputy Sector Navigators, CEO's and CIO's. The attached contract reflects an estimate of breakfast, lunch, space and equipment to host 100 attendees.

The date of performance is August 8, 2019. The cost shall not exceed \$17,600.

The project director Dr. Adriene "Alex" Davis, Assistant Vice Chancellor of Economic and Workforce Development and project administrator is Enrique Perez, J.D., Vice Chancellor of Educational Services.

RECOMMENDATION

It is recommended that the Board approve the sales agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact: \$17,600.00 (grant-funded)	Board Date: July 15, 2019
Prepared by: Dr. Adriene "Alex" Davis, Assistant Vice Chancellor of Economic & Workforce Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Marvin Martinez, Chancellor	



HYATT REGENCY HUNTINGTON BEACH
21500 PACIFIC COAST HIGHWAY
HUNTINGTON BEACH, CA 92648--US

CHERYL MARTIN
Telephone: (714) 845-4648
Fax: (714) 845-4670
Email: CHERYL.MARTIN@HYATT.COM

EVENT SALES AGREEMENT

Date Prepared: Friday, June 07, 2019

Group Contact: Marbella Ruiz

Organization: Rancho Santiago Community College District

Address: 2323 N Broadway, Santa Ana, CA 92706

Telephone: 714-955-2612 Email: Ruiz_marbella@rsccd.edu

Event Name: Orange County Regional Retreat

Official Event Dates: Thursday, August 8, 2019

Hotel Sales Manager: Cheryl Martin

Title: Sr. Event Sales Manager

Telephone: (714) 845-4648 Fax: (714) 845-4670 Email: Cheryl.martin@hyatt.com

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT ("Group") and HYATT REGENCY HUNTINGTON BEACH ("Hotel") agree as follows:

GROUP'S FIRST OPTION DUE DATE

Hotel agrees to hold the meeting and event space listed in this Event Sales Agreement (the "Agreement") for the Event named above on a tentative basis until **Friday, June 21, 2019**. If this Agreement is not fully executed by Group and returned to Hotel by **Friday, June 21, 2019**, Hotel may release the guest the meeting and event space. Once the contract is signed your reservations will be confirmed and considered a definite booking. Initial deposit will be to the the Hotel by Group on **Monday, July 1, 2019**.

AGENCY

Group is being represented by **Marbella Ruiz**, who is the exclusive agent of Group, and has complete authority to represent Group in all matters arising under this Agreement. Group acknowledges and agrees that Hotel may act in accordance with the directions given by Agent consistent with this Agreement and that Group will be bound by the agreements made by Agent and will pay all fees, charges, costs and expenses due and owing Hotel in accordance with any such agreements. Agent is the agent of Group and not of Hotel. In the event questions arise over amounts paid or payable to Agent under this Agreement, Hotel will abide by the requests or decisions of Group (including, without limitation, providing Group copies of this Agreement and other Event materials). In no event shall Hotel be liable to Agent, if Group terminates Agent, as its agent. Group hereby agrees to defend, indemnify and hold harmless Hotel from any liability arising out of Group's appointment or termination of Agent as its agent or Hotel's payment of amounts owed to Agent.

GUEST ROOM RATES

The Hotel offers a discounted rate for the evening of your event. This discounted rate will vary daily and will be a percentage off of the rate of the day. Resort fee and applicable taxes will apply; standard cancelation fees will apply.

Your guests will be able to book via Hyatt.com, mobile application or by calling the 800 number with a special rate code. Once your contract is definite your reservations coordinator will contact you with custom code and/or link to book.

RESORT SERVICES PROGRAM

The Resort Services Program is in effect at a daily fee of **\$30.00** per room, per night. The program includes fitness center access, local/800 call access, "Print Me" guest room access, in-room bottled water (2 per day), and two for one – half day bike rental, surfboard and golf bag storage, incoming/outgoing fax, and in-room safe.

PROGRAM OF EVENTS

Your private function has been booked on a first option tentative basis:

Day	Date	Function	Time	Set Up	# of guests	Room Rental
Thursday	08/08/19	Registration (VISTA FOYER)	7:30am – 8:30am	OTHER	0	WAIVED
Thursday	08/08/19	Meeting (VISTA BALLROOM)	8:00am – 5:00pm	CRESENT ROUNDS OF 6	60	WAIVED
Thursday	08/08/19	Lunch (CALIFORNIA COURTYARD)	12:00pm – 1:00pm	BANQUET ROUNDS OF 10	60	\$500.00

MEETING AND EVENT SPACE COMMITMENT

Hotel will hold the meeting and event space as set forth above on the Program of Events, This is considered to be a firm commitment by Group and any increase or decrease to that commitment or Group's Food and Beverage Revenue Commitment (as defined below) may result in a modification of Group's Meeting and Event Space Rental Fee (as defined below), if any, by Hotel. All meeting and event space is assigned by Hotel according to the number of persons guaranteed to attend the Event. Hotel may reassign the meeting or event space listed on the Program of Events at Hotel's sole discretion.

Meeting and event space rental for this Event is **\$500.00** (the "Room Rental Fee"). The Meeting Event Space Rental Fee is subject to taxes and service charges in effect at the time of the Event.

FOOD AND BEVERAGE REVENUE COMMITMENT

By entering into this Agreement, Group agrees to provide a minimum of **\$11,000.00** in event food and beverage revenue (the "Food and Beverage Revenue Commitment"). The Food and Beverage Revenue Commitment excludes services charges, taxes, audio visual, parking or other associated expenses applicable at the time of the Event.

Should Group's actual meeting and event food and beverage revenue fall below the Food and Beverage Revenue Commitment based on the number of Event attendees, Hotel will advise Group of additional alternatives in food and beverage which will meet the Food and Beverage Revenue Commitment. If Group nonetheless does not reach the Food and Beverage Revenue Commitment, any outstanding balance will be charged to Group's Meeting and Event Space Rental Fee.

In order for the Hotel to prepare appropriately for food and beverage events, Group agrees to provide the guaranteed number of attendees at least four (4) days prior to the first day of events. This number will be consider a final guarantee, not subject to reduction. A surcharge of up to five percent (5%) will be assessed for menu changes that are received less than four (4) days prior to the first day of events,

All banquet food and beverage arrangements must be made through Hotel. Only food and beverage purchased from Hotel may be served on Hotel property. Hotel reserves the right to cease service of alcoholic beverages in the event that persons under the age limit mandated by applicable law are present at the Event and attempt to receive service of alcoholic beverages. Hotel reserves the right to deny alcoholic beverage service to guests who appear to be intoxicated.

Hotel and Group intend to liquidate the damages suffered by Hotel in the event that Group fails to meet its Food and Beverage Revenue Commitment set forth in this Section. Therefore, Hotel and Group agree that: (a) the damages suffered by Hotel in the event that the Food and Beverage Commitment is not met are difficult to calculate; (b) the above formula is a reasonable estimate of such damages; and (c) the Attrition Charges do not constitute a penalty.

SERVICE CHARGES–FOOD AND BEVERAGE

A service charge and applicable taxes that are in effect at the time of the Event shall be added to all food and beverage charges. The current service charge is 25.00%, of which 70.00% is allocated to service personnel who provide services for the Event as a gratuity and 30.00% is retained (and not distributed as a tip or other gratuity) by Hotel.

Service charges may be subject to sales or other taxes in effect at the time of the Event. Group and its attendees may provide an additional tip to Hotel’s staff. All service charges will be posted to Group’s Master Account.

DEPOSITS

Group shall provide a non-refundable (except as specifically provided herein) deposit in the total amount of **\$10,000.00** payable as set forth in the table below. All deposits will be credited towards Cancellation Charges (defined below) due to Hotel. Payment may be made by check, credit card, wire transfer or ACH.

Twenty (20) percent of the first deposit will be held for contingency. The Contingency Deposit will be credited toward any additional amounts charged for additional items or services requested and provided during the Event, and, if applicable, any other outstanding amounts owed by Group to Hotel. Any portion of the Contingency Deposit remaining after payment of such additional items and outstanding amounts will be refunded to Group.

A one-time non-refundable deposit in the amount of **\$10,000.00** will be due from Group **Monday, July 1, 2019**. All deposits will be credited towards any Attrition Charges (defined above) or Cancellation Charges (defined below) due to Hotel.

Deposit Schedule for Ramcho Santiago Community College District		
Deposit	Deposit Amount	Deposit Due By
1 st Deposit	\$10,000.00	Monday, 07/01/19
All Final Remaining Charges	To Be Based on Final Details	Thursday, 07/25/19 (Ten Business Days Prior)

CANCELLATION OPTION – FOOD, BEVERAGE, AND EVENT SPACE

Either Hotel or Group may cancel this Agreement without cause upon written notice to the other party at any time prior to the Event. In the event Group cancels without cause, Group shall pay Hotel liquidated damages in an amount calculated according to the table below (the "Cancellation Charges"), plus applicable taxes. Applicable Services Charges will be added to the Cancellation Charges when cancellation occurs sixty (60) days or less prior to the first date of the Event.

Less than One (1) month from the arrival date.	\$9,200.00 (80% of Food, Beverage and Room Rental Revenue Commitment)
Less than six (6) months to (1) month from arrival date	\$6,900.00 (60% of Food, Beverage and Room Rental Revenue Commitment)

Payment of the Cancellation Charges shall be made by Group to Hotel at the time this Agreement is canceled by written notice. Hotel and Group agree that: (a) the damages suffered by Hotel in the event that Group cancels without cause are difficult to calculate; (b) the above formula is a reasonable estimate of such damages; and (c) the Cancellation Charges do not constitute a penalty.

In the event Hotel cancels this Agreement without cause, Hotel shall pay Group any direct damages suffered as a result of the cancellation, which damages shall not exceed the amount calculated according to the above scale.

RIGHTS OF TERMINATION FOR CAUSE

This Agreement may be terminated by either party without liability upon written notice under the following circumstances:

- (i) if a party's performance under this Agreement is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency of a comparable nature beyond the party's control that in each case make it illegal or impossible to perform its obligations under this Agreement. In such event, the terminating party shall give written notice of termination to the other party within five (5) days of such occurrence; or
- (ii) if either party makes a voluntary or involuntary assignment for the benefit of creditors or enters into bankruptcy proceedings prior to the date of the Event. In such event, the party who is not making an assignment or entering into bankruptcy proceedings shall have the right to terminate this Agreement upon written notice to the other party; or
- (iii) if at the time of the Event, the hotel will no longer be operated under a Hyatt brand. In such event, Hotel shall notify Group in writing of such change, and Group shall have the right to terminate this Agreement without liability upon written notice to Hotel within thirty (30) days of the date of Hotel's notice of change of brand.

In the event of termination by either party under this Section, Hotel shall refund all deposits and/or prepayments made by Group within thirty (30) days of receipt of the notice of termination.

Except as otherwise specifically provided in this Agreement, neither party shall have the right to terminate this Agreement for any other cause.

INDEMNIFICATION AND HOLD HARMLESS

Hotel agrees to defend, indemnify and hold Group harmless from and against all claims, costs, losses, expenses, damages, actions, causes of action, and/or liabilities, including reasonable attorneys' fees, arising out of or resulting from: (i) any negligent act undertaken or committed by Hotel pursuant to the performance of its obligations under this Agreement except to the extent such actions or liabilities are due to the misconduct or negligence of Group or its employees, attendees, agents or contractors; or (ii) any breach by Hotel of its obligations under the Sections of this Agreement titled "Compliance with Laws" or "Privacy of Personal Information."

Group agrees to defend, indemnify, and hold Hotel, the entity that owns the hotel, the entity that manages the hotel and their affiliates and each of their respective shareholders, members, directors, officers, managers, employees and representatives harmless from and against all claims, costs, losses, expenses, damages, actions, causes of action, and/or liabilities, including reasonable attorneys' fees, arising out of or resulting from: (i) any negligent act undertaken or committed by Group, its employees, invitees, attendees or any contractors hired or engaged by Group in connection with the performance of Group's obligations under this Agreement, except to the extent such actions or liabilities are due to the misconduct or negligence of Hotel; or (ii) any breach by Group of its obligations under the Sections of this Agreement titled "Compliance with Laws," "Privacy of Personal Information" or "Permits and Licenses."

The parties' obligations under this Section shall survive completion or earlier termination of this Agreement.

INSURANCE

Group and Hotel shall each maintain sufficient insurance to insure their obligations set forth in the Section of this Agreement titled "Indemnification and Hold Harmless," and each shall provide evidence of such insurance upon request.

PERMITS, LICENSES AND APPROVALS

Group shall, at its sole cost and expense, obtain all licenses, permits and approvals that are: (i) required for the Event; or (ii) required and/or necessary for Group to perform its obligations under this Agreement. Such licenses or permits include, but are not limited to licenses and permits: (a) from any applicable governing body; or (b) for the use of a third party's intellectual property, including but not limited to any music, videos, performances, and/or images.

CONTRACTORS

For any activity introduced onto Hotel's premises by an outside provider engaged by Group, Group will ensure that such providers comply with the terms of this Agreement and with any requirements for such providers as provided to Group by Hotel. Group will be fully responsible for such providers' actions or inactions and agrees to remove from Hotel's premises any outside provider that Hotel deems objectionable or whose activities cause reasonable concern. Upon request, Group will provide a certificate of insurance from such outside providers covering their actions and naming Hotel, the Hyatt Corporation and their affiliates as additional insureds with regard to their activities.

AMERICANS WITH DISABILITIES ACT

Hotel acknowledges its obligation to comply with the public accommodations requirements of the Americans with Disabilities Act or similar local laws regarding access and public accommodation ("Public Access Laws") except those of Group including Group's obligation to (i) remove "readily achievable" physical barriers within the meeting rooms utilized by Group that Group created (e.g., set-up of exhibits in an accessible manner) and that are not controlled or mandated by Hotel; (ii) provide auxiliary aids and services where necessary to ensure effective communication of the Event to disabled participants (e.g., Braille or enlarged print handouts, interpreter or simultaneous videotext display); and (iii) modify Group's policies, practices and procedures applicable to attendees as required to enable disabled individuals to participate equally in the Event. Group shall identify in advance any special needs of disabled Event attendees requiring accommodation by Hotel and will notify Hotel of such needs for accommodation in writing as soon as they are identified to Group. Whenever possible, Group shall copy Hotel on correspondence with attendees who indicate special needs requiring accommodation under such Public Access Laws. Hotel shall notify Group of requests for accommodation that it may receive otherwise than through Group to facilitate identification by Group of its own accommodation obligations or needs as required by such Public Access Laws. Any extraordinary costs for special auxiliary aids requested by Group shall be borne by Group.

COMPLIANCE WITH LAWS

Each party hereby represents, warrants and covenants that it shall comply with all laws, rules, orders and regulations applicable to its performance under this Agreement.

CHANGES; NOTICE

Any changes to this Agreement must be made in writing and signed by both parties to be effective. Any modifications, additions or corrective lining out made on this Agreement will not be binding unless such modifications have been signed or initialed by both parties. Any notice hereunder shall be given to the individuals listed on the first page of this Agreement at the addresses set forth herein. Notice must be given by: (i) certified or registered mail, return receipt requested; (ii) commercial courier for overnight delivery, with a signature signifying receipt; (iii) facsimile evidenced by a machine-generated receipt; or (iv) email, provided that for notices given by facsimile or email, a confirmation copy must also be sent that same day by commercial courier for overnight delivery as provided herein. All notices shall be deemed delivered upon receipt.

DAMAGE TO HOTEL PREMISES

Group shall be responsible for all damage to hotel premises caused by Group or its agents or contractors. Upon completion of the Event, Group will leave the premises in the same condition as received, reasonable wear and tear excepted.

Group's obligations under this Section shall survive completion or earlier termination of this Agreement.

LIMITATION OF LIABILITY

Except for damages covered by the indemnifying party's indemnification obligations as set forth in the Section titled "Indemnification and Hold Harmless," neither party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages even if such party has knowledge of the possibility of such damages, provided that in no event shall either party be liable to the other for any lost profits. Under no circumstances shall this limitation of liability limit or waive Group's obligations to pay liquidated damages, including without limitation, Attrition Charges or Cancellation Charges that may be owed.

PRIVACY OF PERSONAL INFORMATION

Hotel complies with the Global Privacy Policy for Guests, which is available at <http://privacy.hyatt.com> (the "Privacy Policy"). If applicable, Group agrees to inform guests or event attendees at Hotel ("Guests") where they may access the Privacy Policy. To the extent that Group transfer information related to any person to Hotel, Group confirms and warrants that it will do so in a manner ensuring appropriate security measures and in compliance with all applicable requirements of data protection and privacy laws and regulations. Group affirms that it (and its Agent, if applicable) is authorized to provide, request, and receive information pertaining to Guests and event attendees as is necessary pursuant to the Guests' hotel stay, event attendance or under this Agreement. Hotel will protect and use personal data about Guests and event attendees that Hotel receives in connection with its performance of this Agreement and as set forth in the Privacy Policy, provided that Group acknowledges and agrees that certain services (e.g. web-based reservations method) may be provided by a third party and that use of such services may be subject to terms and conditions (including those regarding the access and use of Guest information) different than those in this Agreement.

GOVERNING LAW; JURISDICTION

This Agreement shall be governed by and construed under the laws of the State or Province in which Hotel’s premises are located. Any controversy, claim or dispute arising out of or relating to this Agreement shall be brought in any court of competent jurisdiction in the State or Province in which Hotel’s premises are located for trial and determination without a jury. In the event any legal action is taken by either party against the other party to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful party to such action shall pay to the prevailing party therein all court costs, reasonable attorneys' fees, and expenses incurred by the prevailing party.

WAIVER OF JURY TRIAL

To the extent permitted by law, the parties hereby expressly waive the right to a trial by jury.

ATTORNEYS FEES

In the event any legal action is taken by either party against the other party to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful party to such action shall pay to the prevailing party therein all court costs, reasonable attorneys' fees, and expenses incurred by the prevailing party. In addition, the party against whom collection is sought by non-judicial means shall be responsible for all reasonable costs (including reasonable attorneys' fees) incurred by the party that is successful in seeking collection of monies due pursuant to this Agreement.

WAIVER

If one party agrees to waive its right to enforce any term of this Agreement, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Agreement.

ENFORCEABILITY

If any provision of the Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

COUNTERPARTS/ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts with an original signature or with a Hotel-approved electronic signature, each of which shall be deemed an original and all of which shall constitute the same instrument. Further, if a signed Agreement is provided to Hotel as a photocopy, fax, PDF or other format through a Hotel-approved electronic software system, then such Agreement shall be treated and shall have the same binding effect as an original and shall be acceptable to Hotel to hold the Guest Room Block and/or meeting space as set forth herein.

ENTIRE AGREEMENT

This Agreement, along with the attached Program of Events and Hotel Information Sheet, contains all of the terms agreed to by the parties. All prior agreements, verbal or written, are no longer effective once this Agreement is signed by the parties. Should there be any conflict between this Agreement and any addenda, exhibits, or attachments, the language of this Agreement shall control.

When signed by each party's authorized representative, this Agreement shall constitute a binding agreement between Group and Hotel.

By Hotel’s
Authorized Representative

By Group’s
Authorized Representative

By: _____
Name: Cheryl Martin
Title: Sr. Event Sales Manager
Date: _____

By: _____
Name: Peter J. Hardash
Title: Vice Chancellor, Business Operations/Fiscal Services
Date: _____

Approval: Pre-Approval



Enrique Perez, Vice Chancellor of
Educational Services

6/26/19
DATE



Hyatt Regency Huntington Beach Resort and Spa
 21500 Pacific Coast Hwy
 Huntington Bch, CA 92648
 Tel: 714-845-4707 Fax: 714-845-4625

Currency: USD Page 1 of 6

Quote # 3783-6946

Rancho Santiago Community College
Attn: Marbella Ruiz
2323 N BROADWAY
Santa Ana, CA 92706

Contact Name: Marbella Ruiz
 Email: ruiz_marbella@rscdd.edu
 Quote No: 3783-6946

Show Date(s): **08/08/2019 - 08/08/2019**
 Show Name: **Orange County Regional Retreat**
 Show Location: **Hyatt Regency Huntington Beach Resort and Spa
 21500 Pacific Coast Hwy
 Huntington Bch, CA 92648**

Sales Representative: Nick Gonzalez
 Hotel CS Manager: Cheryl Martin
 Hotel Sales Manager: Cheryl Martin

Conveyance Method: Pickup
 Billing Method: Master

	Gross	Discount	Ext. Price
Equipment Rental	\$1,245.00	\$186.75	\$1,058.25
Setup/Strike Labor	\$200.00		\$200.00
Event Technology Support	\$311.25		\$311.25
Subtotal	\$1,756.25	\$186.75	\$1,569.50
Loss Damage Waiver			\$49.80
Tax			\$106.15

Total Estimate

\$1,725.45

*NO CHARGES OR AMOUNTS WHATSOEVER UNDER THIS AGREEMENT/QUOTE ARE PURPORTED OR INTENDED TO BE A GRATUITY FOR PSAV STAFF OR THE HOTEL'S SERVICE STAFF AND NO AMOUNTS CHARGED BY PSAV WILL BE DISTRIBUTED TO PSAV STAFF OR THE HOTEL'S SERVICE STAFF AS A GRATUITY.

Approval:  6.20.19
 Enrique Perez, Vice Chancellor of Educational Services DATE

PSAV
Prepared For: Rancho Santiago Community College
Quote No: 3783-6946
Total Estimate: \$1,725.45

	Gross	Discount	Ext. Price
Event Technology Support			\$311.25
<hr/>			
Subtotal	\$1,756.25	\$186.75	\$1,569.50
Loss Damage Waiver			\$49.80
Tax			\$106.15

Total Estimate

\$1,725.45

*NO CHARGES OR AMOUNTS WHATSOEVER UNDER THIS AGREEMENT/QUOTE ARE PURPORTED OR INTENDED TO BE A GRATUITY FOR PSAV STAFF OR THE HOTEL'S SERVICE STAFF AND NO AMOUNTS CHARGED BY PSAV WILL BE DISTRIBUTED TO PSAV STAFF OR THE HOTEL'S SERVICE STAFF AS A GRATUITY.

Thank you for your business.

PSAV

Prepared For: Rancho Santiago Community College

Quote No: 3783-6946

Total Estimate: \$1,725.45

Page 5 of 6

12. EVENT CANCELLATION. If Customer cancels the Event or the provision of audiovisual equipment, labor, or services by PSAV **30 days or more** before the first day of the Event, no cancellation charges will apply, except for any expenses actually incurred by PSAV, which will be payable by Customer. Cancellations received **29 to 15 days before** the first day of the Event will be subject to a cancellation charge equal to **50%** of the charges contained in the Event Quote. Cancellations received **14 to 3 days before** the first day of the Event will be subject to a cancellation charge of **75%** of the charges contained in the Event Quote. Cancellations received **less than 3 days (72 hours) before** the first day of the Event or after equipment has departed from its storage facility, will be subject to a cancellation charge equal to **100%** of the total charges set out in the Event Quote. Customer agrees and acknowledges that the cancellation charges described in this paragraph are reasonable and appropriate under the circumstances if Customer cancels the Event or cancels the provision of audiovisual equipment, labor, or services by PSAV, and that such charges are not a penalty. Cancellation fees, including fees to cover any incurred PSAV costs, will be due immediately upon any such cancellation by Customer. ALL CANCELLATION NOTICES MUST BE IN WRITING AND RECEIVED BY PSAV'S ONSITE REPRESENTATIVES BEFORE BECOMING EFFECTIVE. IF ANY CUSTOM SETS, GOBOS, OR OTHER CUSTOM MATERIALS HAVE BEEN ORDERED FOR AN EVENT, AN ADDITIONAL CANCELLATION FEE WILL BE APPLICABLE AND DUE TO PSAV REGARDLESS OF THE DATE OF CANCELLATION IN AN AMOUNT EQUAL TO THE DIRECT AND INDIRECT COSTS INCURRED BY PSAV OR ITS AFFILIATES IN SECURING OR CONSTRUCTING SUCH CUSTOM MATERIALS PLUS A 15% RESTOCKING FEE.

13. CHANGES TO EVENT QUOTE. Customer may request changes to equipment, labor, or services specified in the Event Quote, and the cancellation charges in Section 12 will not apply if Customer signs a revised Event Quote within 24 hours of the first day of the Event and provided that the total charges in the revised Event Quote are not less than ninety percent (90%) of the charges in the original Event Quote. PSAV will use commercially reasonable efforts to accommodate all such Customer requests but will not be liable to Customer for any failure to do so.

14. INDEMNIFICATION. Customer and PSAV each hereby forever agree to indemnify, defend, and hold harmless the other for any and all claims, losses, costs (including reasonable attorneys' fees and costs), damages, or injury to property and persons (including death) as a result of the negligent acts, errors, or omissions of the indemnifying party and its respective employees, agents, representatives, and contractors. Customer also agrees to indemnify, defend, and hold harmless PSAV against all claims for copyright, patent, or other intellectual property infringement including claims for licenses and royalties, as a result of PSAV's use of any and all Customer-provided materials such as images, recordings, transmissions, videos, software, hardware, or any other form of intellectual property, etc., in connection with the Event.

15. LIMITATION OF LIABILITY. Under no circumstances will either party be liable to each other for any indirect, exemplary, reliance, special, or consequential damages (including, but not limited to, loss of revenues or profits, interest, use, or other consequential economic loss) howsoever caused, whether arising in contract, tort, or otherwise, and even if such damages are foreseeable to such party or such party has been advised of the possibility of such damages. EACH PARTY'S TOTAL LIABILITY IN THE AGGREGATE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH AN EVENT QUOTATION AND THE EVENT ITSELF WITH RESPECT TO ANY EXPENSE, DAMAGE, LOSS, INJURY, OR LIABILITY OF ANY KIND (INCLUDING INDEMNIFICATION OBLIGATIONS) WILL BE LIMITED TO AND WILL NOT EXCEED AN AMOUNT THAT IS EQUIVALENT TO THE CHARGES TO BE PAID BY CUSTOMER IN RESPECT OF THE APPLICABLE EVENT.

16. COOPERATION IN INVESTIGATIONS. PSAV and Customer each agree to promptly notify the other of any incidents, physical injuries, property damage, claims, demands, losses, causes of action, general damages, and expenses that may arise during PSAV's performance of the services for Customer. PSAV and Customer further agree to work together on the investigation of any such matters unless its own legal counsel, any law enforcement, or any other authority otherwise instructs either party.

17. INTELLECTUAL PROPERTY. Customer allows PSAV to use the trademarks, trade names, service marks, and other intellectual property of Customer given by Customer to PSAV for the strict purposes of carrying out PSAV's duties under the Agreement and as otherwise requested by Customer. Further, Customer permits PSAV to include event photos and renderings of set designs and other elements of Customer's event(s) as PSAV may reasonably require in showing current or prospective customers examples of PSAV's work.

18. NO OTHER WARRANTY. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, THE EQUIPMENT, LABOR, AND SERVICES ARE PROVIDED BY PSAV ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND PSAV DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED.

19. FORCE MAJEURE. In no event will PSAV be liable to Customer or any third party for any delay or failure in performance under this Agreement due to governmental actions, applicable law, ordinances, or regulations; acts of God, hurricanes, earthquakes, other adverse weather conditions; war or terrorism; strikes or other labor disputes; third party failures; or other causes outside of PSAV's control. PSAV will give notice of the delay and its cause to Customer as soon as practicable following the commencement of such delay.

20. LOSS DAMAGE WAIVER (LDW). If LDW is quoted in the Event Order and is accepted by Customer, then PSAV will waive charges for loss or damage to PSAV-owned equipment provided that: (1) if any loss or damage occurs, Customer agrees it will be required to participate in any investigation by PSAV, facility security, insurers, or other authorities; and (2) if PSAV determines that the loss or damage was intentionally caused by Customer or its representatives, the LDW will not apply and Customer will be fully responsible for all such loss or damage.

21. MISCELLANEOUS. This Event Quote (including the Terms) will be governed and interpreted in accordance with the laws of the state in which the Event is located. These Terms and the Event Quote (as may be subsequently amended or supplemented as mutually-agreed) are the entire agreement between the parties and supersede any prior agreements, amendments, purchase orders, written communications of any kind, or other terms previously entered into by the parties for the same services, and may only be modified by written agreement signed between the parties. For the avoidance of doubt, handwritten changes to these Terms or an Event Quote are expressly rejected unless signed or initialed by both parties. The terms of any purchase order or other document issued by Customer will not bind PSAV unless otherwise expressly agreed to by PSAV in a signed writing. Customer agrees that the Event Quote and related documents may be digitally scanned and transmitted to Customer following signing by Customer, and that on acceptance by PSAV of such signed Event Quote in digital, facsimile, or other form, such signed Event Quote in PSAV's possession will be deemed for all purposes to be an executed original.

22. ADDITIONAL TERMS AND CONDITIONS. From time to time, PSAV may also include additional Event-specific terms in an updated Event Quote. When Customer requests additional services, Customer understands and agrees to any additional provisions contained within the updated Event Quote.

*REVISED 5.31.19

ESTIMATE OF CHARGES

Group Name: Rancho Santiago Community College District
 Function Date: 8/8/2019
 Guarantee #: 100 Guests



**HYATT
 REGENCY®**

HUNTINGTON BEACH
 RESORT & SPA

FOOD/BEVERAGE:

	Vista Ballroom - 7:30am - 3:00pm		\$ -
100	Morning glories Breakfast Buffet	\$49.00	\$ 4,900.00
			\$ -
	California Courtyard - 11:30am-1:30pm		\$ -
100	3 Course chicken entrée lunch	\$62.00	\$ 6,200.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ 11,100.00

MISCELLANEOUS:

1	Room rental for Vista Ballroom	\$ 500.00	\$ 500.00
	California courtyard room rental waived		\$ -
			\$ -
			\$ -
			\$ -
			\$ 500.00
	Subtotal		\$ 11,600.00
	Service Charge		\$ 2,900.00
	Food and Beverage Total		\$ 14,500.00

LABOR CHARGES

			\$ -
			\$ -
			\$ -
	Subtotal		\$ 14,500.00
	Sales Tax (food, beverage, misc., service charge)		\$ 1,123.75
	Subtotal		\$ 15,623.75

ADDITIONAL CHARGES:

	Hosted Valet parking per car	\$ 15.00	\$ -
	Guests to pay parking on own @ \$20.00 per car		\$ -
			\$ -
1	PSAV	\$ 1,725.45	\$ 1,725.45
			\$ -
			\$ 1,725.45
	Total:		\$ 17,349.20
	Less Deposit:		
	Total Due:		\$ 17,349.20
	Grand Total Paid:		

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: July 15, 2019
Re: Approval of Professional Service Agreement between RSCCD and MiraCosta College for the Strong Workforce Program - Regional Funds Initiative (DO#18-2225-37)	
Action: Request for Approval	

BACKGROUND

Through the Strong Workforce Program Trailer Bill the state allocated funds to community colleges to support collaborative, regional work to improve the quality of career technical education programs and to increase the number of students who complete these programs and enter industry sectors with high-wage occupations in the region. Rancho Santiago Community College District was selected to serve as the Fiscal Agent for the Los Angeles & Orange County Region's Strong Workforce Program - Regional Funds, and is responsible for distributing funds to the region, ensuring that projects are compliant with the funding terms and conditions, providing status reports on the use of funds in the region, and developing and submitting program and expenditure reports to the Chancellor's Office.

ANALYSIS

Strong Workforce Program regional funds will be allocated to MiraCosta College. The Sector Analysis reports analyze a region's demand and supply by Priority and Emerging Sector and can be used as a tool for the Career Education stakeholders to understand and discuss strengths, weaknesses, opportunities and threats in their program offerings. This research project will accomplish the following objectives: Provide professional development about labor market information and regional/local programs for Career Education stakeholders (e.g., Regional Chair, deans, faculty, Deputy Sector Navigators). The period of performance is July 18, 2019 to October 31, 2019. The cost shall not exceed \$15,000.

The project director is Dr. Gustavo Chamorro, Director of Los Angeles/Orange County Regional Consortium and the project administrator is Dr. Adriene "Alex" Davis, Assistant Vice Chancellor of Economic and Workforce Development.

RECOMMENDATION

It is recommended that the Board approve the service agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact: \$15,000.00 (grant-funded)	Board Date: July 15, 2019
Prepared by: Dr. Adriene "Alex" Davis, Assistant Vice Chancellor of Economic & Workforce Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Marvin Martinez, Chancellor	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, Los Angeles/ Orange County Regional Consortium and MiraCosta College, having its principal business address located at 1 Barnard Drive, Oceanside, CA 92056 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

District and Contractor are also referred to collectively as the “Parties” and individually as “Party.”

WHEREAS, District is authorized to contract with persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, administrative, or other related matters; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor represents that it is specially trained, experienced, properly certified/licensed and competent to perform the services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of the Recitals and mutual covenants provided in this Contract, District and Contractor agree as follows:

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.

2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on July 18, 2019, whichever is later, and shall continue in full force and effect thereafter until and including October 31, 2019 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.

3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.

- D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for bankruptcyTermination.
- E. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages
- F. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
- G. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Fifteen Thousand Dollars (\$15,000.00) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of

California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

5. Independent Contractor. By its signature on this Contract, Contractor acknowledges and agrees that the Services to be performed under this Contract are those of an independent contractor, and that Contractor is solely responsible for the Services and any other work performed as a result of this Contract. Contractor represents and warrants that Contractor, its subcontractors, and their employees, and agents are not officers, agents, or employees of District. Contractor acknowledges and agrees any personnel performing the Services under this Contract shall at all times be under Contractor's exclusive direction and control, and that Contractor is solely responsible for payment of all compensation, wages, salaries, benefits, and other amounts due to such personnel. Contractor further acknowledges and agrees that Contractor shall be solely responsible for all federal, state, and local taxes and any and all fees applicable to any Services performed under this Contract, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

6. Use of Subcontractors. Contractor shall not delegate, by contract, agreement or otherwise, any services or tasks required under this Contract to any other person or entity without the express written permission of District by executed addendum. Consent to any subcontract may be withheld by District at its sole and unrestricted discretion. District shall not be obligated to pay for any services or work performed by an unauthorized person or entity. Contractor shall at all times during the term of this agreement remain fully and independently responsible and liable to District for the full and complete performance of the terms and conditions of this Contract. Contractor shall be responsible for ensuring that all subcontractors independently satisfy all of the requirements of Contractor under this Contract, including but not limited to the insurance and indemnification provisions of this Contract, unless otherwise agreed in writing by the District. Prior to performance of Services by any subcontractor, the subcontractor shall provide District with evidence of all insurance, certificates, forms, and licenses required by this Contract.

7. Trademark/Logo Use. Contractor must obtain written approval from the District to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, the District will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and

use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

- a. To the fullest extent allowed by law, Contractor shall defend, indemnify and hold District, its officials, trustees, officers, agents, employees, volunteers, and representatives (“Indemnitees”) free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively “Loss”) to the extent arising out of or incident to: 1) Contractor or any subcontractor’s failure to fully comply with or breach of any of the terms and conditions of this Contract, or 2) any acts, omissions, negligence or willful misconduct of Contractor, any subcontractor, and their officials, officers, employees, and agents arising out of or in connection with the performance of Services or otherwise arising from this Contract (“Indemnification”).
- b. Contractor’s Indemnification includes, but is not limited to, the payment of all damages and attorney’s fees, fines, penalties and other related costs and expenses. The only limitations on this provision shall be those imposed by Civil Code § 2782, as may be applicable, or other applicable provisions of law.
- c. Contractor’s defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnitees, and the defense shall be paid at Contractor’s own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnitees, notwithstanding whether liability is, can be or has yet been established.

10. Insurance Requirements. Contractor (and all subcontractors) agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverage from an admitted carrier in the State of California with an AM Best Rating of A-VII or higher:

- a. Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) aggregate and must include coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent contractor’s liability, written on an "occurrence" form;
- b. Business Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000). (Business Auto Liability is required when a vendor is operating a vehicle on District premises for other than commute purposes or the vehicle is an integral part of their services).
- c. Workers' Compensation insurance. This coverage is required unless Contractor provides written verification it has no employees. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Contractor must also maintain Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. as required by statutory insurance requirement of the State of California;

Other Insurance Requirements

- Contractor agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.
- Contractor's Insurance to be Primary. Any insurance or self-insurance maintained by the District, its board of trustees, officials, employees, volunteers, and agents shall be excess of the Contractor's insurance and shall not contribute with it.
- Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. All certificates must be delivered before Work is to commence. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.
- Waiver of Subrogation. Contractor hereby grants to District, its board of trustees, employees, volunteers, and agents a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.
- An Umbrella Liability policy (or Excess Liability) may be used to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits to meet District's minimum coverage requirements provided all requirements set forth herein are fully satisfied with respect to such policy.
- If Contractor maintains broader coverage and/or higher limits than the minimums required herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

11. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

12. Compliance with Applicable Laws. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

13. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Work pursuant to this Agreement.

14. Professional Practices. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that

Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

16. Entire Agreement/Amendment. When signed by both Parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the Parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

17. Non-Discrimination. Contractor represents that it is an equal opportunity employer and acknowledges that it shall not subject any person to unlawful discrimination based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, or political affiliation in programs, activities, services, benefits, or employment in connection with this Contract. Contractor agrees not to discriminate on any of these bases in its employment or personnel policies, including but not limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

18. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

District: Rancho Santiago Community College District
Attn: Peter J. Hardash, VC of Business/Fiscal Operations
2323 N. Broadway
Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)
Los Angeles/ Orange County Regional Consortium
Sector Analysis Report
2323 N. Broadway Street #328
Santa Ana, CA 92706

Contractor: MiraCosta College
1 Barnard Drive
Oceanside, CA 92056

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Exhibits. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.

22. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

23. Conflict of Interest. Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.

24. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.

25. Time is of the Essence. Time is of the essence and Contractor shall perform the services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.

26. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless District from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

27. Force Majeure. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.

28. Failure to Perform. As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both Parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor,

for these substitute goods or services.

29. Dispute Resolution.

Negotiation. Any dispute that Contractor may have regarding the performance of this Contract, including, but not limited to, claims for additional compensation, shall be submitted to District within 30 days of its occurrence. District and Contractor shall attempt to negotiate a resolution of such dispute and process an amendment to this Contract to implement the terms of such resolution.

Mediation. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be resolved through direct discussions, the Parties agree to first endeavor to resolve the dispute in an amicable manner by non-binding mediation under the applicable rules of the Judicial Arbitration and Mediation Service (JAMS), or other similar organization mutually selected by the Parties. If any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, remains after mediation, the matter shall be determined in a court of law of proper jurisdiction in the District's place of venue.

If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal quota of the expenses of the mediator.

A party that refuses to participate in mediation or refuses to participate in the selection of a mediator cannot file a legal action. The non-refusing party shall be permitted to file a legal action immediately upon the other party's refusal to participate in mediation or the selection of a mediator.

30. Amendments. This Agreement may be amended only by written instrument signed by both District and Contractor which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

32. Certification Regarding Debarment, Suspension or Other Ineligibility. (Applicable to all agreements funded in part or whole with federal funds).

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility

33. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding

the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).

34. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor for Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: _____

Print Title: _____

Date: _____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

The Work completed herein must meet the approval of the District and shall be subject to the District’s general right of inspection to secure the satisfactory completion thereof.

Scope of Work:

The San Diego-Imperial Center of Excellence for Labor Market Research (COE) team will assist the Orange County COE with the following deliverables:

1. Draft Reports: The San Diego-Imperial COE will guide the development (e.g., drafting, editing) and completion of a draft Sector Analysis report for each of the P&E Sectors (in Microsoft Word), illustrating supply and demand for middle-skill jobs. P&E Sectors include:

- Retail, Hospitality, and Tourism
- Business and Entrepreneurship
- Energy, Construction, and Utilities
- Health
- Advanced Transportation and Logistics
- ICT and Digital Media
- Life Sciences and Biotech
- Advanced Manufacturing

2. Facilitation and Follow-Up of Focus Groups (“Sector Analysis Meetings”): The San Diego-Imperial COE will assist with the facilitation and follow-up of two Sector Analysis meetings for two P&E Sectors. The Sector Analysis meeting will act as focus groups in response to the report draft and research questions above. The Orange County COE will be responsible for facilitating and following up on subsequent Sector Analysis meetings.

3. Focus Group Summaries: After completing the two focus groups, the San Diego-Imperial COE will summarize their qualitative findings and recommendations; this information will then be included in the final drafts of two Sector Analysis reports. The Orange County COE will be responsible for including the qualitative findings from the other Sector Analysis meetings

4. Final Reports: The final reports will be submitted after all the Sector Analysis meetings have been completed. The San Diego-Imperial COE will help in editing and proofing the final reports.

Payment Schedule:

July 24, 2019	First drafts of Sector Analysis reports	\$8,000
October 31, 2019	Focus group assistance and final Sector Analysis reports	\$7,000

Research Project: Sector Analysis

San Diego-Imperial Center of Excellence for Labor Market Research

Project Lead: Tina Ngo-Bartel, Director, 760.795.6889, tngobartel@miracosta.edu

MiraCosta College, Host College

Tim Flood, Vice President of Administrative Services, 760.795.6653, tflood@miracosta.edu, 1 Barnard Drive, Oceanside, CA 92056

Statement of Need

Under the Strong Workforce Program (SWP), the California Community Colleges are accountable to offering programs that lead to successful student outcomes (e.g., certificate/award completion, employment in a related field of study). In order to provide programs that respond to employers' demand for jobs, CE stakeholders (e.g., Regional Chair, deans, faculty, Deputy Sector Navigators) must understand the current, regional supply of program awards and how supply compares with labor market demand. This Sector Analysis project allows CE stakeholders to gain insight on why supply gaps exist and how they can use their regional and local SWP resources to close those gaps.

Objectives

The Sector Analysis reports analyze a region's demand and supply by Priority and Emerging Sector and can be used as a tool for CE stakeholders to understand and discuss strengths, weaknesses, opportunities and threats in their program offerings.

This research project will accomplish the following objectives:

- Provide professional development about labor market information and regional/local programs for Career Education stakeholders (e.g., Regional Chair, deans, faculty, Deputy Sector Navigators)
- Assist CE stakeholders in understanding labor market demand, program supply, and supply gaps in top jobs for each Priority and Emerging (P&E) Sector
- Provide a space for CE stakeholders to discuss program opportunities and constraints

Research Questions

This project will address the following research questions:

1. What occupations have supply gaps? Labor surpluses?
2. For occupations that have a supply gap, what challenges do you face in increasing program supply/awards?
3. What could be done to increase awards at your college for occupations with supply gaps?
4. Which occupations do we have noncredit and not for credit programs for?
5. Which occupations would we consider creating noncredit programs for?
6. What do we want to do about occupations with supply gaps, but have no programs in the region?

Scope of Work

The San Diego-Imperial Center of Excellence for Labor Market Research (COE) team will assist the Orange County COE with the following deliverables:

1. **Draft Reports:** The San Diego-Imperial COE will guide the development (e.g., drafting, editing) and completion of a draft Sector Analysis report for each of the P&E Sectors (in Microsoft Word), illustrating supply and demand for middle-skill jobs. P&E Sectors include:
 - Retail, Hospitality, and Tourism
 - Business and Entrepreneurship
 - Energy, Construction, and Utilities
 - Health
 - Advanced Transportation and Logistics
 - ICT and Digital Media
 - Life Sciences and Biotech
 - Advanced Manufacturing
2. **Facilitation and Follow-Up of Focus Groups (“Sector Analysis Meetings”):** The San Diego-Imperial COE will assist with the facilitation and follow-up of two Sector Analysis meetings for two P&E Sectors. The Sector Analysis meeting will act as focus groups in response to the report draft and research questions above. The Orange County COE will be responsible for facilitating and following up on subsequent Sector Analysis meetings.
3. **Focus Group Summaries:** After completing the two focus groups, the San Diego-Imperial COE will summarize their qualitative findings and recommendations; this information will then be included in the final drafts of two Sector Analysis reports. The Orange County COE will be responsible for including the qualitative findings from the other Sector Analysis meetings
4. **Final Reports:** The final reports will be submitted after all the Sector Analysis meetings have been completed. The San Diego-Imperial COE will help in editing and proofing the final reports.

Timeline

July 18, 2019	Official project start date
July 29, 2019	First drafts of Sector Analysis reports completed (includes revisions and feedback between San Diego-Imperial and Orange County COE)
July 30 – September 30, 2019	Focus group meetings to review each draft report, including facilitation and follow-up
October 31, 2019*	Final Sector Analysis reports due (*Will try for earlier completion date depending on conclusion of the focus group meetings.)
July 18 – October 31, 2019	Recurring project meetings for planning, feedback, etc.

Budget

\$15,000

Organization:	Sand Diego-Imperial Center of Excellence (hosted by MiraCosta College)
Contact:	Tina Ngo-Bartel, Director
Address:	1 Barnard Drive
City:	Oceanside
State and Zip:	CA, 92056
Phone:	(760) 795-6889
EIN:	95-6006662
Service Period:	July 18, 2019 – October 31, 2019
Contract Amount:	\$15,000 (Not to exceed)
Project Description:	<p>The Sector Analysis reports analyze a region's demand and supply by Priority and Emerging Sector and can be used as a tool for CE stakeholders to understand and discuss strengths, weaknesses, opportunities and threats in their program offerings.</p> <p>This research project will accomplish the following objectives:</p> <ul style="list-style-type: none"> • Provide professional development about labor market information and regional/local programs for Career Education stakeholders (e.g., Regional Chair, deans, faculty, Deputy Sector Navigators) • Assist CE stakeholders in understanding labor market demand, program supply, and supply gaps in top jobs for each Priority and Emerging (P&E) Sector • Provide a space for CE stakeholders to discuss program opportunities and constraints
Scope of Work:	<p>The San Diego-Imperial Center of Excellence for Labor Market Research (COE) team will assist the Orange County COE with the following deliverables:</p> <ol style="list-style-type: none"> 1. Draft Reports: The San Diego-Imperial COE will guide the development (e.g., drafting, editing) and completion of a draft Sector Analysis report for each of the P&E Sectors (in Microsoft Word), illustrating supply and demand for middle-skill jobs. P&E Sectors include: <ul style="list-style-type: none"> • Retail, Hospitality, and Tourism • Business and Entrepreneurship • Energy, Construction, and Utilities • Health • Advanced Transportation and Logistics • ICT and Digital Media • Life Sciences and Biotech • Advanced Manufacturing

2. **Facilitation and Follow-Up of Focus Groups (“Sector Analysis Meetings”):** The San Diego-Imperial COE will assist with the facilitation and follow-up of two Sector Analysis meetings for two P&E Sectors. The Sector Analysis meeting will act as focus groups in response to the report draft and research questions above. The Orange County COE will be responsible for facilitating and following up on subsequent Sector Analysis meetings.
3. **Focus Group Summaries:** After completing the two focus groups, the San Diego-Imperial COE will summarize their qualitative findings and recommendations; this information will then be included in the final drafts of two Sector Analysis reports. The Orange County COE will be responsible for including the qualitative findings from the other Sector Analysis meetings
4. **Final Reports:** The final reports will be submitted after all the Sector Analysis meetings have been completed. The San Diego-Imperial COE will help in editing and proofing the final reports.

Deliverables:

Timeline

July 18, 2019	Official project start date
July 29, 2019	First drafts of Sector Analysis reports completed (includes revisions and feedback between San Diego-Imperial and Orange County COE)
July 30 – September 30, 2019	Focus group meetings to review each draft report, including facilitation and follow-up
October 31, 2019*	Final Sector Analysis reports due (*will try for earlier completion date depending on conclusion of the focus group meetings)
July 18 – October 31, 2019	Recurring project meetings for planning, feedback, etc.

Exhibit A: Budget Detail: \$ 15,000.00

Category	Amount	Budget Justification
First drafts of Sector Analysis reports	\$8,000	Includes time spent on writing first drafts, making revisions and discussing feedback between San Diego-Imperial and Orange County COEs
Focus group assistance	\$2,000	Includes facilitation of two focus groups, meeting preparation, travel, and follow up; also includes technical assistance for other focus groups
Final Sector Analysis reports	\$3,500	Includes revisions of reports, including editing and proofing
Recurring project meetings	\$1,500	Includes project management, meeting preparation and participation, and follow-up

Exhibit B: Payment Schedule

Date	50% Disbursement	Deliverable	Amount
July 29, 2019		First drafts of Sector Analysis reports	\$8,000
October 31, 2019		Focus group assistance and final Sector Analysis reports	\$7,000
Date			
Date			
Date			

Exhibit C: Planned Major Activities and Major Outcomes

Planned Major Activities
Project Planning and Initiating
De-duplication of OC's Sector Supply & Demand
Facilitation of 2 Sector Analysis Meetings*
<i>*The OC COE will be responsible for facilitating the remaining 6 sector analysis meetings after having the first two modeled by the SD-I COE.</i>
Planned Major Outcomes
Completion of 8 Draft Sector Reports*
Summarization of Qualitative Findings for 2 Sector Analysis Meetings**
Completion of 8 Final Draft Sector Reports*
Completion of 8 Draft Sector Posters*
<i>*It will be the responsibility of the OC COE to finalize all reports and posters. ** The OC COE will be responsible for completing the summarization of qualitative findings for the remaining 6 sector analysis meetings after having the first two modeled by the SD-I COE.</i>

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: July 15, 2019
Re: Approval of Professional Services Agreement between RSCCD and Salytics for the Strong Workforce Program - Regional Funds Initiative (DO#18-2225-37)	
Action: Request for Approval	

BACKGROUND

Through the Strong Workforce Program Trailer Bill the state allocated funds to community colleges to support collaborative, regional work to improve the quality of career technical education programs and to increase the number of students who complete these programs and enter industry sectors with high-wage occupations in the region. Rancho Santiago Community College District was selected to serve as the Fiscal Agent for the Los Angeles & Orange County Region's Strong Workforce Program - Regional Funds, and is responsible for distributing funds to the region, ensuring that projects are compliant with the funding terms and conditions, providing status reports on the use of funds in the region, and developing and submitting program and expenditure reports to the Chancellor's Office.

ANALYSIS

Strong Workforce Program regional funds will be allocated to Salytics. Regional data validation and communication project will support the Los Angeles/Orange County region in the following ways: Develop the plan for data collection, data organization, data storage and execute a plan for communication and use of project deliverables in coordination with regional executive director/vice chancellor and regional consortium chairs/directors. Compile quantitative and qualitative data and information from regional strong workforce projects and conduct outcomes analysis. Produce an economic impact study of the value of Los Angeles community college career education programs to the Los Angeles county economy in coordination with the Centers of Excellence for Labor Market Research. The period of performance is July 16, 2019 to June 30, 2020. The cost shall not exceed \$78,000.

The project director Dr. Adriene "Alex" Davis, Assistant Vice Chancellor of Economic and Workforce Development and project administrator is Enrique Perez, J.D., Vice Chancellor of Educational Services.

RECOMMENDATION

It is recommended that the Board approve the service agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact: \$78,000.00 (grant-funded)	Board Date: July 15, 2019
Prepared by: Dr. Adriene "Alex" Davis, Assistant Vice Chancellor of Economic & Workforce Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Marvin Martinez, Chancellor	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, Los Angeles/ Orange County Regional Consortium and Salytics, having its principal business address located at , PO Box 60194, Pasadena, CA 91116 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

District and Contractor are also referred to collectively as the “Parties” and individually as “Party.”

WHEREAS, District is authorized to contract with persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, administrative, or other related matters; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor represents that it is specially trained, experienced, properly certified/licensed and competent to perform the services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of the Recitals and mutual covenants provided in this Contract, District and Contractor agree as follows:

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on July 16, 2019, whichever is later, and shall continue in full force and effect thereafter until and including June 30, 2020 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by

giving a written notice of termination.

- D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for bankruptcy Termination.
- E. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages
- F. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
- G. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Seventy-Eight Thousand Dollars (\$78,000.00) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of

California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

5. Independent Contractor. By its signature on this Contract, Contractor acknowledges and agrees that the Services to be performed under this Contract are those of an independent contractor, and that Contractor is solely responsible for the Services and any other work performed as a result of this Contract. Contractor represents and warrants that Contractor, its subcontractors, and their employees, and agents are not officers, agents, or employees of District. Contractor acknowledges and agrees any personnel performing the Services under this Contract shall at all times be under Contractor's exclusive direction and control, and that Contractor is solely responsible for payment of all compensation, wages, salaries, benefits, and other amounts due to such personnel. Contractor further acknowledges and agrees that Contractor shall be solely responsible for all federal, state, and local taxes and any and all fees applicable to any Services performed under this Contract, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

6. Use of Subcontractors. Contractor shall not delegate, by contract, agreement or otherwise, any services or tasks required under this Contract to any other person or entity without the express written permission of District by executed addendum. Consent to any subcontract may be withheld by District at its sole and unrestricted discretion. District shall not be obligated to pay for any services or work performed by an unauthorized person or entity. Contractor shall at all times during the term of this agreement remain fully and independently responsible and liable to District for the full and complete performance of the terms and conditions of this Contract. Contractor shall be responsible for ensuring that all subcontractors independently satisfy all of the requirements of Contractor under this Contract, including but not limited to the insurance and indemnification provisions of this Contract, unless otherwise agreed in writing by the District. Prior to performance of Services by any subcontractor, the subcontractor shall provide District with evidence of all insurance, certificates, forms, and licenses required by this Contract.

7. Trademark/Logo Use. Contractor must obtain written approval from the District to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, the District will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and

use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

- a. To the fullest extent allowed by law, Contractor shall defend, indemnify and hold District, its officials, trustees, officers, agents, employees, volunteers, and representatives (“Indemnitees”) free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively “Loss”) to the extent arising out of or incident to: 1) Contractor or any subcontractor’s failure to fully comply with or breach of any of the terms and conditions of this Contract, or 2) any acts, omissions, negligence or willful misconduct of Contractor, any subcontractor, and their officials, officers, employees, and agents arising out of or in connection with the performance of Services or otherwise arising from this Contract (“Indemnification”).
- b. Contractor’s Indemnification includes, but is not limited to, the payment of all damages and attorney’s fees, fines, penalties and other related costs and expenses. The only limitations on this provision shall be those imposed by Civil Code § 2782, as may be applicable, or other applicable provisions of law.
- c. Contractor’s defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnitees, and the defense shall be paid at Contractor’s own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnitees, notwithstanding whether liability is, can be or has yet been established.

10. Insurance Requirements. Contractor (and all subcontractors) agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverage from an admitted carrier in the State of California with an AM Best Rating of A-VII or higher:

- a. Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) aggregate and must include coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent contractor’s liability, written on an "occurrence" form;
- b. Business Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000). (Business Auto Liability is required when a vendor is operating a vehicle on District premises for other than commute purposes or the vehicle is an integral part of their services).
- c. Workers' Compensation insurance. This coverage is required unless Contractor provides written verification it has no employees. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Contractor must also maintain Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. as required by statutory insurance requirement of the State of California;

Other Insurance Requirements

- Contractor agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.
- Contractor's Insurance to be Primary. Any insurance or self-insurance maintained by the District, its board of trustees, officials, employees, volunteers, and agents shall be excess of the Contractor's insurance and shall not contribute with it.
- Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. All certificates must be delivered before Work is to commence. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.
- Waiver of Subrogation. Contractor hereby grants to District, its board of trustees, employees, volunteers, and agents a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.
- An Umbrella Liability policy (or Excess Liability) may be used to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits to meet District's minimum coverage requirements provided all requirements set forth herein are fully satisfied with respect to such policy.
- If Contractor maintains broader coverage and/or higher limits than the minimums required herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

11. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

12. Compliance with Applicable Laws. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

13. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Work pursuant to this Agreement.

14. Professional Practices. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that

Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

16. Entire Agreement/Amendment. When signed by both Parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the Parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

17. Non-Discrimination. Contractor represents that it is an equal opportunity employer and acknowledges that it shall not subject any person to unlawful discrimination based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, or political affiliation in programs, activities, services, benefits, or employment in connection with this Contract. Contractor agrees not to discriminate on any of these bases in its employment or personnel policies, including but not limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

18. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

District: Rancho Santiago Community College District
Attn: Peter J. Hardash, VC of Business/Fiscal Operations
2323 N. Broadway
Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)
Los Angeles/ Orange County Regional Consortium
Sector Analysis Report
2323 N. Broadway Street #328
Santa Ana, CA 92706

Contractor: Salytics
PO Box 60194
Pasadena, CA 91116

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Exhibits. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.

22. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

23. Conflict of Interest. Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.

24. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.

25. Time is of the Essence. Time is of the essence and Contractor shall perform the services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.

26. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless District from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

27. Force Majeure. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.

28. Failure to Perform. As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both Parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor,

for these substitute goods or services.

29. Dispute Resolution.

Negotiation. Any dispute that Contractor may have regarding the performance of this Contract, including, but not limited to, claims for additional compensation, shall be submitted to District within 30 days of its occurrence. District and Contractor shall attempt to negotiate a resolution of such dispute and process an amendment to this Contract to implement the terms of such resolution.

Mediation. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be resolved through direct discussions, the Parties agree to first endeavor to resolve the dispute in an amicable manner by non-binding mediation under the applicable rules of the Judicial Arbitration and Mediation Service (JAMS), or other similar organization mutually selected by the Parties. If any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, remains after mediation, the matter shall be determined in a court of law of proper jurisdiction in the District's place of venue.

If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal quota of the expenses of the mediator.

A party that refuses to participate in mediation or refuses to participate in the selection of a mediator cannot file a legal action. The non-refusing party shall be permitted to file a legal action immediately upon the other party's refusal to participate in mediation or the selection of a mediator.

30. Amendments. This Agreement may be amended only by written instrument signed by both District and Contractor which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

32. Certification Regarding Debarment, Suspension or Other Ineligibility. (Applicable to all agreements funded in part or whole with federal funds).

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility

33. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding

the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).

- 34. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor for Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: _____

Print Title: _____

Date: _____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof.

Scope of Work:

Lori Sanchez will support the Los Angeles/Orange County region in the following ways:

1. Develop the plan for data collection, data organization, data storage
2. Compile quantitative and qualitative data and information from regional strong workforce projects and conduct outcomes analysis
3. Develop and execute a plan for communication and use of project deliverables in coordination with regional executive director/vice chancellor and regional consortium chairs/directors
4. Produce an economic impact study of the value of Los Angeles community college career education programs to the Los Angeles county economy in coordination with the Centers of Excellence for Labor Market Research
5. Develop and implement a plan and model for data validation of regional investments, resources, and partnerships to inform continuous improvement.

Name: Salytics

Contact: lorisanchez04@gmail.com

Address: PO Box 60194, Pasadena, CA 91116

Telephone: 951-536-0822

Fax: N/A

EIN#: See attached W-9

Service Period: July 16, 2019- June 30, 2020

Contract Amount: \$78,000

Description: Regional data validation and communication

Scope of Work:

Lori will support the Los Angeles/Orange County region in the following ways:

1. Develop the plan for data collection, data organization, data storage
2. Compile quantitative and qualitative data and information from regional strong workforce projects and conduct outcomes analysis
3. Develop and execute a plan for communication and use of project deliverables in coordination with regional executive director/vice chancellor and regional consortium chairs/directors
4. Produce an economic impact study of the value of Los Angeles community college career education programs to the Los Angeles county economy in coordination with the Centers of Excellence for Labor Market Research
5. Develop and implement a plan and model for data validation of regional investments, resources, and partnerships to inform continuous improvement.

Deliverables:

Objectives	Activities	Outcomes
Create a plan for data collection, organization and storage	A plan for what data will be collected, how it will be collected, where it will be stored, how it will be organized will be developed and approved by the regional consortium executive director	A plan is developed for the initial phase of the project, data collection. This plan will be shared with the regional consortium executive director and consortium chairs
Develop a database of quantitative and qualitative data from regional strong workforce projects.	Work with executive director and regional consortium chairs to collect, organize, and analyze	Project deliverables are defined and accepted by regional consortium leadership



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 2323 N. Broadway, Santa Ana, CA 92706
 714-564-5574

Los Angeles Orange County Regional Consortium

Create and execute a plan for communication of project deliverables	Work with executive director and regional consortium chairs to outline a plan for the communication and delivery of final project deliverables	A communication and delivery plan is defined and accepted by regional consortium leadership
Manage the production and distribution of a regional economic impact report	Work with Emsi and the Centers of Excellence to produce an economic impact analysis of the Los Angeles community college career education programs	Regional leaders (CEOs, CIOs, Deans, Faculty, and others) are provided with information to support the ongoing external communication of the value of community college career education programs to stakeholders and decision makers
Develop a plan and model for data validation of regional investments	Assess factors that contribute to positive growth of strong workforce metrics (enrollment, completion, labor market demand, etc)	Provide information on return on investment, opportunities for continuous improvement, impact on enrollment, completion and employment metrics



Strong WorkForce

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2323 N. Broadway, Santa Ana, CA 92706
714-564-5574

5.11 (13)

laocr@rscd.edu
www.laocr.org

Exhibit A: Budget Detail: \$78,000.00

Category	Amount	Budget Justification
Salary	\$78,000.00	\$78,000.00 is allocated to salary.



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 714-564-5574

5.11 (14)

laocr@rscd.edu
www.laocr.org

Exhibit B: Payment Schedule

Date	Amount	Summary of accomplished activities provided	
7/16/2019	\$39,000.00	N/A	Invoice 1
8/1/2019	\$3,545.00	Yes	Invoice 2
9/1/2019	\$3,545.00	Yes	Invoice 3
10/1/2019	\$3,545.00	Yes	Invoice 4
11/1/2019	\$3,545.00	Yes	Invoice 5
12/1/2019	\$3,545.00	Yes	Invoice 6
1/1/2020	\$3,545.00	Yes	Invoice 7
2/1/2020	\$3,545.00	Yes	Invoice 8
3/1/2020	\$3,545.00	Yes	Invoice 9
4/1/2020	\$3,545.00	Yes	Invoice 10
5/1/2020	\$3,545.00	Yes	Invoice 11
6/1/2020	\$3,550	Yes	Invoice 12



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laocr@rscdd.edu
www.laocr.org

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

EDUCATIONAL SERVICES

To:	Board of Trustees	Date: July 15, 2019
Re:	Approval of Auxiliary Organizations in Good Standing - Administrative Regulations/Board Policy 3600	
Action:	Request for approval	

BACKGROUND

Education Code 72670 authorizes the Board of Trustees to establish auxiliary organizations for providing supportive services and specialized programs for the general benefit of the District or its colleges.

Administrative Regulation 3600 directs the Chancellor to annually provide to the Board of Trustees a list of all auxiliary organizations in good standing. All auxiliary organizations which are found to be in compliance with applicable laws, policies and regulations, shall be included in the list.

ANALYSIS

It is proposed that the following auxiliary organizations be recognized by the Board of Trustees of the Rancho Santiago Community College District to be in good standing:

- The Associated Student Government of Santa Ana College
- The Associated Student Government of Santiago Canyon College
- The Santa Ana College Foundation
- The Santiago Canyon College Foundation
- The Rancho Santiago Community College District Foundation

RECOMMENDATION

It is recommended that the Board of Trustees approve the list of auxiliary organizations in good standing as presented.

Fiscal Impact: None	Board Date: July 15, 2019
Prepared by: Patricia S. Duenez, Assistant to the Vice Chancellor, Educational Services	
Submitted by: Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by: Marvin Martinez, Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

(Office of the Chancellor)

To:	Board of Trustees	Date:	July 15, 2019
Re:	Approval of Authorization of Signatures		
Action:	Request for Action		

BACKGROUND

A list of the District's authorized signatures is kept on file at the Orange County Department of Education.

ANALYSIS

The attached list designates those individuals authorized to sign various documents on behalf of the district. This form has been revised to include the signature of Marvin Martinez (Chancellor) effective July 1, 2019.

RECOMMENDATION

It is recommended that the Board approve the list of individuals authorized to sign various documents on behalf of the district.

Fiscal Impact: None	Board Date: July 15, 2019
Prepared by Anita Lucarelli, Executive Assistant to the Board of Trustees	
Submitted by Marvin Martinez, Chancellor	
Recommended by Marvin Martinez, Chancellor	

AUTHORIZATION OF SIGNATURES

RANCHO SANTIAGO COMMUNITY COLLEGE SCHOOL DISTRICT

I, _____, Clerk of the governing Board of the above named School District of Orange County, California, hereby certify that the said Board at a regular meeting thereof, held on the 15th day of July, 2019, adopted by a majority vote of said Board, a resolution that the following named persons, effective July 15, 2019, be authorized to sign payroll notices of employment/changes of status (NOE/CS), time sheets, vendor orders for payment, warrant registers as indicated, contracts, and agreements, and that all previous authorization of signatures are rescinded. This resolution further states that the authorization is subject to the following provisions:

<u>NAME (TYPED)</u>	<u>SPECIMEN SIGNATURE</u>	AUTHORIZED TO SIGN:			
		<u>PAYROLL</u>		<u>VENDOR PAYMENTS</u>	
		<u>NOE/CS</u>	<u>SHEET</u>	<u>ORDERS</u>	<u>REGISTERS</u>
Tracie Green	_____	_x_	_x_	_x_	_x_
Peter J. Hardash	_____	_x_	_x_	_x_	_x_
John Hernandez	_____	_x_	_x_	_x_	_x_
Marvin Martinez	_____	_x_	_x_	_x_	_x_
Adam O'Connor	_____	_x_	_x_	_x_	_x_
Enrique Perez	_____	_x_	_x_	_x_	_x_
Linda Rose	_____	_x_	_x_	_x_	_x_

AUTHORIZATION OF SIGNATURES (cont.)

I further certify that the signatures following are those of the members of the governing board not mentioned above.

<u>NAME (TYPED)</u>	<u>SIGNATURE</u>
Claudia C. Alvarez	_____
Arianna P. Barrios	_____
John R. Hanna	_____
Zeke Hernandez	_____
Lawrence R. Labrado	_____
Nelida Mendoza Yanez	_____
Phillip E. Yarbrough	_____

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of July 2019.

Clerk _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

To:	Board of Trustees	Date:	July 15, 2019
Re:	First Reading of Board Policies		
Action:	Information		

BACKGROUND

The Board Policy Committee met on June 10, 2019 and reviewed new and revised policies. These policies are presented for a first reading.

ANALYSIS

The District subscribes to the Policy and Procedure Service of the Community College League of California (CCLC). This service provides the district with model board policies that comply with state law, Title 5 regulations and address the relevant accreditation standards. CCLC provides the District with semi-annual updates to these policies, which reflect recent changes in law, state regulations and accreditation standards. District Administration also recommends revisions to existing policies and adoption of new policies as required. The Board Policy Committee is recommending the attached policies be updated and revised to conform to the CCLC recommendations and/or adopted as recommended by District Administration.

RECOMMENDATION

These policies are presented for a first reading as an information item.

Fiscal Impact:	None	Board Date:	July 15, 2019
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor		
Submitted by:	Debra Gerard, Executive Assistant to the Chancellor		
Recommended by:	Marvin Martinez, Chancellor		

Rancho Santiago Community College District
BOARD POLICY
Chapter 3
General Institution

BP 3730 Information Security Standards (NEW)

Reference(s):

Education Code Section 70902

Penal Code Section 502

California Civil Code 1798.29, 1798.82, 1798.84

California Constitution Article 1, Section 1

California Community College Information Security Standard

As an educational institution, the District and its college(s) collect, process, and manipulate large amounts of data about its students, its personnel, and others. The District is committed to ensuring the highest level of privacy and security for these data sets in accordance with state and federal law and industry best practices. To that end, the Chancellor in consultation with staff shall establish local security procedures that meet or exceed the standards as established by the current California Community College Information Security Standard. The procedures shall include requirements for classifying all data sets by security level and shall apply the appropriate security protocols. Further, the District intends for employees charged with managing data sets of any level of confidentiality to adhere to District information security procedures and complete regular training in said procedures.

Adopted: xxxxxxxx, 2019

Rancho Santiago Community College District
BOARD POLICY
Chapter 3
General Institution

BP 3900 Speech: Time, Place and Manner

Reference(s):

Education Code Sections 66301 and 76120

Students, employees, and members of the public shall be free to exercise their rights of free expression, subject to the requirements of this policy.

The colleges of the District have areas that are designated public forums available for the exercise of expression use by students, employees and members of the public. ~~The colleges of the District are non-public forums, except for those areas that are designated public forums available for the exercise of expression use by students, employees and members of the public.~~ The Chancellor shall enact such administrative regulations as are necessary to reasonably regulate the time, place and manner of the exercise of free expression in the designated public forums.

The administrative regulations promulgated by the Chancellor shall not prohibit the right of students to exercise free expression, including but not limited to the use of bulletin boards designated, the distribution of printed materials or and the wearing of buttons, badges, or other insignia.

Speech shall be prohibited that is defamatory, obscene according to current legal standards, or which so incites others as to create a clear and present danger of the commission of unlawful acts on District property or the violation of District policies or procedures, or the substantial disruption of the orderly operation of the District.

Nothing in this policy shall prohibit the regulation of hate violence directed at students in a manner that denies their full participation in the educational process (Education Code Section 66301(e)), so long as the regulation conforms to the requirements of the First Amendment to the United States Constitution, and of Section 2 of Article 1 of the California Constitution. Students may be disciplined for harassment, threats, or intimidation unless such speech is constitutionally protected.

Revised: January 13, 2014 (Previously BP5420)

Revised: xxxxxxxx, 2019

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC

July 15, 2019

MANAGEMENT

Employment Agreement/Attachment #1

Eidgahy, Saeid Y.
Dean of Science, Mathematics &
Health Sciences Division
Santa Ana College

Effective: July 1, 2019
Salary Placement: B-5 \$171,219.60/Year
(AC19-0712)

Ratification of Resignation/Retirement

Dominguez, Gary M.
Director, Fire Instruction
Human Services & Technology Division
Santa Ana College

Effective: August 23, 2019 (Last Day)
Reason: Retirement

Short-term Assignment

Hoferitza, JoAnn C.
Project Manager
Safety & Security Office
District

Effective: July 1, 2019 – June 30, 2020
Hourly Rate: E-1 \$53.43

Homo, Patricia A.
Public Information Officer
Public Affairs & Governmental Relations
Executive Division

Effective: July 1 – July 31, 2019
Hourly Rate: I-1 \$41.66

Extension of Interim Assignment

Arteaga, Elizabeth
Interim Dean, Business & Career Technical
Education Division
Santiago Canyon College

Effective: July 1 – December 31, 2019
Salary Placement: B-1 \$140,862.79/Year

Forero, Jorge E.
Interim Director, Technology Infrastructure
& Support Services
Information Technologies & Services
District

Effective: June 1 – June 7, 2019
Pay Rate: D-5 \$70.75/Hour

MANAGEMENT (CONT'D)

Extension of Interim Assignment (cont'd)

Toledo, Michael
Interim Chief District Safety & Security
Business Operations & Fiscal Services
District

Effective: July 1, 2019 – June 30, 2020
Hourly Rate: D-5 \$61.30

End of Interim Assignment/Return to Regular Assignment

Miller, Rebecca L.
Associate Dean, Health Science & Nursing
Santa Ana College

Effective: July 1, 2019
Salary Placement: D-7 \$162,878.47/Year

Adjusted Salary Placement

Duenas, Gabriel N.
Custodial Supervisor
Administrative Services
Santiago Canyon College

Effective: July 1, 2019
Salary Placement: O-7 + 7.5%GY \$93,881.29/Year

Kosko, Christine F.
Dean, Instructional &
Student Services
Continuing Education Division
Santa Ana College

Effective: July 1, 2019
Salary Placement: B-6 \$179,780.58/Year

Liang, Mark C.
Dean, Enrollment &
Support Services
Santa Ana College

Effective: July 1, 2019
Salary Placement: B-6 \$179,780.58/Year

Vazquez, Alejandro E.
Custodial Supervisor
Administrative Services
Santa Ana College

Effective: July 1, 2019
Salary Placement: O-1 + 7.5%GY \$70,055.83/Year

Wilkerson, Penny R.
Human Resources Analyst
Human Resources
District

Effective: July 1, 2019
Salary Placement: L-7 + 1PG (1000) \$100,869.83/Year

FACULTY

2019/2020 FARSCCD Contract Extension Days/Attachment #2

FACULTY (CONT'D)

2018/2019 FARSCCD Contract Extension Days

Barnard, Rebecca
Associate Professor/Coordinator/Health
Center Nurse
Health & Wellness
Student Services
Santa Ana College

Effective: June 17 – June 30, 2019
Contract Extension: 3 Days
Extension Duties: Coordination
Extension Rate: III-15 \$489.01/Day

Appointment

Heremans, Tiffany
Assistant Professor, Hospitality/Culinary Arts
Human Services & Technology Division
Santa Ana College

Effective: August 19, 2019
Tentative Salary Placement: I-3 \$58,486.69/Year
(AC19-0735)

Lemus Vallejo, Cristina
Master Teacher, Santiago Canyon College
Child Development Services
District

Effective: June 24, 2019
Salary Placement: MT/BA-4 \$46,124.44/Year
(AC19-0743)

Vander Linde, Nerissa
Master Teacher, Santa Ana College
Child Development Services
District

Effective: June 24, 2019
Salary Placement: MT/AA-1 \$41,492.72/Year
(AC19-0742)

Adjusted Effective Date

Van Dyke-Kao, Rita
Assistant Professor/Coordinator, ESL
Continuing Education Division
Santiago Canyon College

From: August 19, 2019 (Credit)
To: August 12, 2019 (Non-credit)
Tentative Salary Placement: II-3 \$62,839.06/Year
(AC19-0713)

End of Interim Assignment/Return to Regular Assignment

Kehlenbach, E. Brian
Professor, Music
Fine & Performing Arts Division
Santa Ana College

Effective: July 1, 2019
Salary Placement: VII-C \$124,511.31/Year

Steckler, Mary
Professor/Coordinator, Nursing/Nursing
Skills Lab
Health Science & Nursing
Santa Ana College

Effective: July 1, 2019
Salary Placement: VI-A \$113,426.26/Year

FACULTY (CONT'D)

Ratification of Resignation/Retirement

Waterman, Patricia
Professor, Art (Computer Animation)
Fine & Performing Arts Division
Santa Ana College

Effective: June 8, 2019
Reason: Retirement

Final Salary Placement

Cass, Ann
Assistant Professor/Counselor
Counseling Division
Santa Ana College

Effective: July 31, 2019
Final Salary Placement: IV-11 \$98,918.03/Year
(AC19-0718)

Ho, Huong
Assistant Professor/Counselor
Counseling & Student Support
Services Division
Santiago Canyon College

Effective: July 31, 2019
Final Salary Placement: VI-11 \$105,234.43/Year
(AC18-0707)

Kapil, Jill
Psychologist
Health & Wellness Center
Student Services
Santa Ana College

Effective: July 31, 2019
Final Salary Placement: VII-9 \$102,613.98/Year
(AC19-0719)

2019/2020 FARSCCD Contract Step Increase

Bailey, Denise
Associate Professor, Chemistry
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 19, 2019
From: VII-16 \$112,389.96/Year
To: VII-A \$116,429.84/Year

Barembaum, Morrie
Professor, Astronomy
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 19, 2019
From: VI-B \$117,472.87/Year
To: VI-C \$121,516.12/Year

Camarco, Lisa
Professor/Head Coach, Kinesiology
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 19, 2019
From: VII-16 \$112,389.96/Year
To: VII-A \$116,429.84/Year

FACULTY (CONT'D)

2019/2020 FARSCCD Contract Step Increase (cont'd)

Cannon, Cari
Professor, Psychology
Arts, Humanities & Social
Sciences Division
Santiago Canyon College

Effective: August 19, 2019
From: VII-B \$120,469.74/Year
To: VII-C \$124,511.31/Year

Adjusted 2019/2020 FARSCCD Contract Step Increase

Hedenberg, Lacy
Assistant Professor/Counselor
Counseling & Student Support
Services Division
Santiago Canyon College

Effective: August 19, 2019
From: V-12 \$105,026.04/Year
To: V-13 \$107,989.32/Year

Schlossman, Jacqueline
Assistant Professor, Art
Fine & Performing Arts Division
Santa Ana College

Effective: August 19, 2019
From: IV-4 \$71,298.65/Year
To: IV-10 \$87,459.34/Year

Adjusted 2019/2020 Adjusted Contract Extension Rate

Lockhart, Ann
Associate Professor/Counselor/Coordinator
CARE/CalWORKS
Extended Opportunities Programs &
Services Division
Santa Ana College

Effective: July 1, 2019 – June 30, 2020
From: \$490.28/Contract Extension Day
To: \$489.01/Contract Extension Day

2019/2020 CSEA Chapter 888 Contract Stipend

Escobar Pacheco, Ximena
Master Teacher, SAC East
Child Development Services
District

Effective: July 1, 2019 – June 30, 2020
Amount: \$300/Month
Reason: Assistant Director Duties

Request to Withdraw Banked LHE

Hicks, Raymond
Professor/Coordinator, ESL
Humanities & Social Sciences Division
Santa Ana College

Effective: August 19, 2019 – June 6, 2020
Reason: Withdraw 3 LHE/Semester
(Concurrent With Sabbatical Leave)

FACULTY (CONT'D)

Request to Withdraw Banked LHE (cont'd)

Meier, Krystal
Professor, Math
Science, Mathematics & Health
Sciences Division
Santa Ana College

Effective: August 19, 2019 – June 6, 2020
Reason: Withdraw 3 LHE/Semester
(Concurrent With Sabbatical Leave)

Simbro, Teresa
Professor/Coordinator, Nursing/National
Council Licensing Examination/Technology
Science, Mathematics & Health Sciences Division
Santa Ana College

August 19 – December 14, 2019
Reason: Withdraw 3 LHE/Semester
(Concurrent With Sabbatical Leave)

Leave of Absence

Benevente, Nicole
Master Teacher
SAC Early Childhood Education Center
Child Development Services
District

Effective: June 21 – September 17, 2019
Leave Type: Pregnancy Disability

Benevente, Nicole
Master Teacher
SAC Early Childhood Education Center
Child Development Services
District

Effective: September 18 – November 12, 2019
Leave Type: Parental

Bui, Annette
Assistant Professor/Counselor
Extended Opportunities Programs & Services
Santa Ana College

Effective: August 12 – September 8, 2019
Reason: Pregnancy Disability Leave

Bui, Annette
Assistant Professor/Counselor
Extended Opportunities Programs & Services
Santa Ana College

Effective: September 9 – November 29, 2019
Reason: Parental Leave

Gonzalez-Diaz, Haydee
Assistant Professor/Counselor
Counseling Division
Santa Ana College

Effective: August 8 – November 1, 2019
Reason: Pregnancy Disability Leave

FACULTY (CONT'D)

Leave of Absence (cont'd)

Le, Vy
Master Teacher
SAC Early Childhood Education Center
Child Development Services
District

Effective: April 18 – July 10, 2019
Leave Type: Pregnancy Disability

Sanchez, Sandra
Master Teacher
SAC Early Childhood Education Center
Child Development Services
District

Effective: June 26 – September 4, 2019
Leave Type: Pregnancy Disability

Sanchez, Sandra
Master Teacher
SAC Early Childhood Education Center
Child Development Services
District

Effective: September 5 – November 4, 2019
Leave Type: Parental

2019/20 FARSCCD Contract Coaching Stipend

Crammer, Cale
Assistant Professor, Political Science
Arts, Humanities & Social
Sciences Division
Santiago Canyon College

Effective: August 19, 2019
Amount: \$6,000.00/Year
Reason: Model United Nations

Beyond Contract/Overload Stipend

Oertel, Patricia
Professor, Microbiology
Science, Mathematics & Health
Sciences Division
Santa Ana College

Effective: July 5, 2019
Amount: \$2,425.68
Reason: Program Facilitation-Biology
Project: RAISE (#1625)

Part-time/Hourly New Hires/Rehires

Bryant, Kathleen A
Clinical Nurse
Science, Math & Health Sciences Division
Santa Ana College

Effective: July 15, 2019
Hourly Rate: II-3 \$61.50

FACULTY (CONT'D)

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

Cadena, Robert A. Effective: July 15, 2019
Clinical Nurse Hourly Rate: II-3 \$61.50
Science, Math & Health Sciences Division
Santa Ana College

Cebreros, Yamilet Effective: June 24, 2019
Instructor, Interdisciplinary Non Credit Hourly Lecture Rate: I-3 \$50.25
Basic Skills Courses
Continuing Education Division (CEC)
Santa Ana College

Chhuo, Leng Effective: July 15, 2019
Instructor, Sociology Hourly Lecture Rate: II-3 \$61.50
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Hughes, Jessica Effective: June 17, 2019
Instructor, Biology (equivalency) Hourly Lecture Rate: II-3 \$61.50
Mathematics & Sciences Division
Santiago Canyon College

James, Robert C. Effective: July 09, 2019
Instructor, Criminal Justice/Tactical Training Hourly Lecture/Lab Rates: I-3 \$58.56/\$52.71
Human Services & Technology Division
Santa Ana College

Mauger, Dina M. Effective: July 15, 2019
Instructor, Criminal Justice @ SAC Hourly Lecture Rate: II-3 \$61.50
Human Services & Technology Division
Santa Ana College

Smith, Mauri A. Effective: June 17, 2019
Instructor, Theatre Hourly Lecture/Lab Rates: II-3 \$61.50/\$55.35
Fine & Performing Arts Division
Santa Ana College

Tiscareno, Arthur Effective: July 09, 2019
Instructor, Criminal Justice/ Hourly Lecture/Lab Rates: I-5 \$64.57/\$58.12
Gangs, Narcotics & Hate Crimes
Human Services & Technology Division
Santa Ana College

FACULTY (CONT'D)

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

Uribe, Peter A. Effective: June 17, 2019
Instructor, Stagecraft Hourly Lecture/Lab Rates: I-3 \$58.56/\$52.71
Fine & Performing Arts Division
Santa Ana College

Walcutt, Johnny L. Effective: June 10, 2019
Instructor, Theatre Hourly Lecture/Lab Rates: II-3 \$61.50/\$55.35
Fine & Performing Arts Division
Santa Ana College

Wise, William R. Effective: June 17, 2019
Instructor, Paralegal Hourly Lecture Rate: IV-3 \$67.79
Business Division
Santa Ana College

Non-paid Instructors of Record

Suchowski, Philip A. Effective: July 09, 2019
Instructor, Criminal Justice
ISA/Serrato & Associates Inc.
Human Services & Technology Division
Santa Ana College

Non-paid Intern Service

Diaz, Roman Effective: August 5, 2019 – June 26, 2020
Human Services Intern College Affiliation: CSU, Fullerton
Counseling & Student Support Major: Human Services
Services Division
Santiago Canyon College

Garcia, Sofia Effective: August 5, 2019 – June 26, 2020
Human Services Intern College Affiliation: CSU, Fullerton
Counseling & Student Support Major: Human Services
Services Division
Santiago Canyon College

Murtaugh, Monica August 26 – December 15, 2019
Teaching Assistant Intern College Affiliation: CSU, Dominguez Hills
Arts, Humanities & Social Major: Teaching Certificate
Sciences Division
Santiago Canyon College

FACULTY (CONT'D)

Non-paid Intern Service (cont'd)

Ramirez, Angel
Human Services Intern
Counseling & Student Support
Services Division
Santiago Canyon College

Effective: August 5, 2019 – June 26, 2020
College Affiliation: CSU, Fullerton
Major: Human Services

Reyes, Cameron
Human Services Intern
Counseling & Student Support
Services Division
Santiago Canyon College

Effective: August 5, 2019 – June 26, 2020
College Affiliation: CSU, Fullerton
Major: Human Services

Vasquez, Griselda
Human Services Intern
Counseling & Student Support
Services Division
Santiago Canyon College

Effective: August 5, 2019 – June 26, 2020
College Affiliation: CSU, Fullerton
Major: Human Services

Vigil, Kimberly
Social Work Intern
SAC Early Childhood Education Center
Child Development Services
District

Effective: August 19, 2019 – June 1, 2020
College Affiliation: CSU, Fullerton
Major: Social Work

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT**

1. **Parties.** The Rancho Santiago Community College District (“District”), on the one hand, and Saeid Eidgahy (“Administrator”), on the other hand, hereby enter into this Educational Administrator Employment Agreement (“Agreement”) pursuant to sub-section “a” of Section 72411 of the *Education Code*. District and Administrator are referred to herein individually as “Party” and collectively as “Parties.”

2. **Position.** District hereby employs Administrator in the position of Dean of Science, Mathematics & Health Sciences Division (“Position”). Administrator is an “academic employee” as defined in sub-section “a” of Section 87001 of the *Education Code*, is an “educational administrator” as defined in sub-section “b” of Section 87002 of the *Education Code*, and is a “management employee” as defined in sub-section “g” of Section 3540.1 of the *Government Code*.

3. **Term.** District agrees to employ Administrator, and Administrator agrees to serve in the Position, for the period commencing July 1, 2019 and ending June 30, 2021. If, prior to June 30 of any other year other than the last year of this Agreement the District does not send or deliver a written notice to Administrator that this Agreement shall not be extended for an additional year, then this Agreement automatically shall be extended for one more year. Any notice of non-reemployment in the position must be given by the District at least six (6) months in advance of the date of termination of this Agreement. If notice of non-reemployment is not given by the District at least six (6) months in advance of the date of termination of this Agreement, then the Agreement shall be extended for one (1) additional year pursuant to Education Code Section 72411(c).

4. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are incorporated into this Agreement.

5. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job description for the Position, and all duties and responsibilities, which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or any supervising administrators. Administrator is expected to devote full efforts and energies to the Position. At any time during the term of this Agreement, the Board of Trustees may adopt or amend the job description for the Position. Administrator may undertake outside professional activities, including consulting, speaking, and writing, either with or without compensation, provided that such activities do not impair the effectiveness of Administrator or interfere with Administrator’s duties. In those cases in which Administrator engages in outside professional activities which generate compensation for services provided, Administrator shall utilize vacation days.

6. **Transfer, Reassignment, or Title Change.** The Chancellor, with the approval of the Board of Trustees, may transfer or reassign Administrator to any position within the District for which Administrator is qualified, and may change the title of the Position, during the term of this Agreement, but there shall be no loss of compensation by Administrator due to such discretionary transfer, reassignment, or title change.

7. **Salary.** District shall pay an annual salary to Administrator in the amount of \$171,219.60 per academic year (July 1 through June 30), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Administrator during the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed or extended. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District. Administrator is an exempt employee and is not eligible for overtime pay or compensatory time off.

8. **Work Year.** Administrator is a full-time employee of the District with a work year of 12 months per year. Administrator is entitled to be absent during District-designated holidays.

9. **Health and Welfare Benefits.** District shall provide Administrator with the same health and welfare benefits as currently approved or as subsequently modified by the Board of Trustees for all District administrators.

10. **Vacation.** Administrator shall accrue two and one-quarter vacation days for each month of service. Administrator may not accumulate more than 54 days of unused vacation as of July 1 of any academic year.

11. **Leaves.** Administrator shall be entitled to leaves of absence as provided by law or Board Policy, as may be amended from time-to-time.

12. **Teaching Assignments.** Subject to Board approval, and presuming that Administrator meets minimum qualifications, Administrator may serve as an instructor in no more than one class per semester for additional compensation, provided that such teaching does not impair Administrator's service in the Position.

13. **Professional Meetings and Activities.** Prior approval by the Chancellor shall be obtained for Administrator to attend any meeting or activity related to Administrator's employment in the Position. The reasonable and necessary expenses of attendance by Administrator at such a meeting or activity shall be paid by District only if approved by the Chancellor and the Board of Trustees.

14. **Evaluation.** Administrator shall be evaluated in writing at any time by Administrator's immediate supervisor, pursuant to Board Policy and procedures, utilizing established goals and objectives, self-assessments, the job description for the Position, and input from other employees.

15. **Retreat Rights.** If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Section 87458 of the *Education Code*. Administrator has the responsibility to present the necessary transcripts and materials to District pursuant to Board policy and procedures in order to maintain any current faculty service area or acquire faculty service areas.

16. **Return to Tenured Faculty Position.** If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 20 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement.

17. **Dismissal or Imposition of Penalties During the Term of this Agreement.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be dishonesty, insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, persistent or serious violation of law or of Board Policy or procedures, or any material and substantial breach of this Agreement. Administrator shall be entitled to due process protections as required by law.

18. **Dismissal or Imposition of Penalties During the Term of this Agreement If Tenured.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

19. **Resignation.** Administrator may resign from District employment at any time during the term of this Agreement upon 90 days prior written notice to the Board of Trustees, or upon a shorter period of time as may be approved by the Board of Trustees.

20. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 17 or 18 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18. Any cash settlement shall not include any other non-cash items except health benefits which may be continued for the same duration of time as covered in the settlement or until Administrator finds other employment, whichever comes first. If the unexpired term is greater than 18 months, then the maximum time for continued health benefits paid for by District shall be 18 months.

21. **Medical Examination.** Upon request of the Board of Trustees or the Chancellor, Administrator agrees to undergo a comprehensive physical and/or psychiatric examination to determine if Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position. The costs of any such examination shall be paid for by District. A confidential written report regarding any such examination shall be filed with the Board of Trustees or the Chancellor indicating whether Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position.

22. **Severability.** If any provision of this Agreement is ruled to be contrary to law, all other provisions of this Agreement shall continue to remain in full force and effect.

23. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

24. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

25. **Mandatory Mediation and Arbitration.** Except as otherwise prohibited by law, the Parties agree that any dispute, claim, or controversy arising out of the Parties' employment relationship, including, but not limited to, alleged violations of federal, state, or local statutes, including those prohibiting harassment and discrimination, and any other claims, including alleged violations of any provisions of the *Education Code*, which cannot be resolved through informal and confidential discussions, shall be submitted to mediation, and if mediation if unsuccessful, to binding arbitration before a neutral Arbitrator. The mediator and any necessary Arbitrator shall be selected through Judicial Arbitration & Mediation Services/Endispute (JAMS). Attachment "A" to this Agreement sets forth the procedures to be utilized and is hereby incorporated by reference into this Agreement as if fully set forth within. The Parties agree that they have carefully read Attachment "A," knowingly agree to all of its contents, and knowingly agree to the covenant to mediate and arbitrate all employment disputes contained in Attachment "A".

26. **Ratification.** The Parties agree that this Agreement is not binding or enforceable unless and until it is duly ratified by the Board of Trustees.

The Parties have duly executed this Agreement on the dates indicated below.

For District

Date

Administrator

Date

Board Approval Date: July 15, 2019

2019/2020 FARSCCD
CONTRACT EXTENSION DAYS
Effective July 1, 2019 - June 30, 2020

ATTACHMENT #2

NAME	CONTRACT EXTENSION DUTIES	SITE	DAYS	CLASS/STEP	DAILY RATE
Abbey, Troy	Head Volleyball Coach	SAC	20	VI-C	\$607.59
Bacquero, Jaymie	Head Women's Soccer Coach	SAC	20	II-15	\$475.88
Barnard, Rebecca	Coordinator, Health & Wellness Center	SAC	2	III-15	\$489.01
Breig, David	Head Mens' Basketball Coach	SAC	20	VI-B	\$587.37
Jones, Geoffrey	Assistant Football Coach	SAC	13	II-15	\$475.88
Luppani, Maria	Head Women's Basketball Coach	SAC	20	II-15	\$475.88
Nilles, Thomas	Head Baseball Coach	SAC	20	II-15	\$475.88
Nutter, Kim	Head Softball Coach	SAC	20	VI-C	\$607.59
Nyssen, Adam	Head Football Coach	SAC	13	V-14	\$505.61
Walczak, Katharine	Coordinator, Learning Skills	SAC	48	IV-16	\$518.17

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
CLASSIFIED
JULY 15, 2019**

CLASSIFIEDNew Appointment

Clark, Jordan	Effective: July 8, 2019
Student Activities Coordinator	Grade 13, Step 5 \$64,014.75
(CL19-1258) Student Services/ SAC	

Sanchez, Chris	Effective: July 8, 2019
Transfer Center Specialist (CL19-1250	Grade 11, Step 1 \$47,528.40
Counseling/ SAC	

Temporary to Contract

Lloyd, Sabrina	Effective: June 17, 2019
Financial Aid Tech. (CL19-1277)	Grade 8, Step 1 \$41,777.32
Financial Aid/ SCC	

Professional Growth Increments

Alcantar, Ashley	Effective: August 1, 2019
Financial Aid Tech./ Financial Aid/ SAC	Grade 8, Step 3 + 2PG (1000) \$47,076.92

Bunch, Peterson	Effective: August 1, 2019
Financial Aid Tech./ Financial Aid/SAC	Grade 8, Step 4 + 5PG (2500) \$50,932.13

Cardenas, Susana	Effective: August 1, 2019
Administrative Secretary/ Career Ed. & Workforce Dev./ SAC	Grade 12, Step 3 + 1PG (500) \$55,696.46

Dahl, Kayla	Effective: August 1, 2019
Administrative Secretary/ Kinesiology/ SAC	Grade 12, Step 3 + 1PG (500) \$55,696.46

Duenas, Veronica	Effective: August 1, 2019
HR Technician/ Human Resources/ District	Grade 13, Step 5 + 2.5%Bil + 7.5%L + 4PG (2000) \$72,416.23

Ford, Michelle	Effective: August 1, 2019
Administrative Secretary/ Enrollment & Support Serv./ SCC	Grade 12, Step 3 + 1 PG (500) \$55,696.46

Professional Growth Increments cont'd

Hermen, Lisa Sr. Clerk/ Kinesiology/ SAC	Effective: August 1, 2019 Grade 8, Step 4 + 5%L + 3PG (1000) \$27,699.30
Partida, Cynthia Student Services Coord./ Counseling/ SCC	Effective: August 1, 2019 Grade 15, Step 2 + 3PG (1500) \$63,022.64
Pun, Nancy Administrative Secretary/Academic Affairs/ SAC	Effective: August 1, 2019 Grade 2, Step 5 + 3PG (1500) \$62,392.74
Small, Sean Technology & Production Coordinator/ Fine & Performing Arts/ SAC	Effective: August 1, 2019 Grade 15, Step 6 + 7.5%L + 2PG(1000) \$81,415.19
Soto Tellez, Roxzel Administrative Secretary/ Arts, Humanities & Soc. Sci./ SCC	Effective: August 1, 2019 Grade 12, Step 3 + 3PG (1500) \$56,696.46

Longevity Increment

Aguirre, Rosa Administrative Clerk/ Public Relations/District	Effective: August 1, 2019 Grade 10, Step 6 + 2.5%Bil + 7.5%L \$63,894.26
Banh, Huong Instructional Coord/Analyst/ Academic Affaris/ SAC	Effective: July 1, 2019 Grade 13, Step 6 + 7.5%L + 2PG (1000) \$73,289.78
Briceno, Yasmina Auxiliary Services Spec./ Admin. Services/ SAC	Effective: July 1, 2019 Grade 10, Step 6 + 7.5%L \$62,442.12
Dinh, Bay Applications Spec. III/ ITS/ District	Effective: July 1, 2019 Grade 22, Step 6 + 7.5%L \$126,724.22
Ericson, Cherie Accountant/ Child Dev. Serv./ District	Effective: September 1, 2019 Grade 13, Step 6 + 4PG (2000) + 7.5%L \$74,289.78
Garcia, Isabel High School & Comm. Outreach Spec./ Continuing Ed./ OEC	Effective: August 1, 2019 Grade 13, Step 6 + 2.5%Bil + 7.5%L \$73,970.93

Longevity Increment cont'd

Garcia, Ruben Mailroom/Warehouse Assistant/ Purchasing/ District	Effective: July 1, 2019 Grade 8, Step 6 + 10%L \$58,742.95
Harrizon, Rosa Student Services Spec./ Student Services/ SAC	Effective: August 1, 2019 Grade 10, Step 5 + 5%L \$58,085.68
Heidt, David Network Specialist IV/ITS/ District	Effective: August 1, 2019 Grade 22, Step 6 + 7.5%L \$126,724.22
Lopez, Sonia Financial Aid Tech./ Financial Aid/ SAC	Effective: July 1, 2019 Grade 8, Step 6 + 2.5%L \$54,737.75
Macias, Maria Bookstore Operations Spec./ Bookstore/ SAC	Effective: July 1, 2019 Grade 13, Step 6 + 7.5%L \$72,289.78
Maestas, Yvonne Admissions & Records Spec. II/ Admissions/ SAC	Effective: August 1, 2019 Grade 8, Step 6 + 1PG (500) + 10%L \$59,242.95
Martinez, John Sr. Custodian-Utility Worker/ Facility Planning/ District	Effective: July 1, 2019 Grade 7, Step 6 + 2.5%L \$52,590.32
Nguyen, Huong Resource Dev. Coord/ Resource Dev./ District	Effective: July 1, 2019 Grade 16, Step 6 + 12.5%L + 6PG (2750) \$92,035.17
Rodriguez, Fidel Lead Custodian/ Admin. Services/ SAC	Effective: September 1, 2019 Grade 9, Step 6 + 5%L \$58,430.76
Saldana, Maria Library Clerk/ Library/ SAC	Effective: September 1, 2019 Grade 6, Step 6 + 5%SW + 2PG (1000) + 7.5%L \$56,502.86
Scott, Karen Executive Secretary/ Student Services/ SAC	Effective: August 1, 2019 Grade 14, Step 6 + 7.5%L \$76,205.28
Torres Gomez, Oscar Lead Custodian/ Continuing Ed./OEC	Effective: August 1, 2019 Grade 8, Step 6 + 7.5%L \$57,407.89

Longevity Increment cont'd

Velarde, Miriam
Counseling Assistant/ EOPS/ SAC
Effective: Grade 5, Step 6 + 2.5%Bil +
10%L \$53,546.46

Out of Class Assignment

Bustamante, Monica
Administrative Secretary/ Academic
Affairs/ SAC
Effective: 07/01/19 – 12/20/19
Grade 12, Step 6 \$63,905.22

Cadenas, Marlon
Counseling Assistant/ EOPS/ SAC
Effective: 06/17/19 – 06/30/19
Grade 5, Step 3 + 1PG (500) \$41,606.37
Effective: 07/01/19 – 08/02/19
Grade 5, Step 4 + 1PG (500) \$43,660.31

Change in Position

Atwood, Lee
From: Skilled Maintenance Worker
To: Lead Maintenance Worker
(Reclass 1137) Admin. Services/ SCC
Effective: July 1, 2019
Grade 14, Step 4 + 2.5%L \$65,853.72

Leave of Absence

Espinosa Laura
Administrative Clerk/ Academic
Affairs/SCC
Effective: 07/01/19 – 06/30/20
Reason: FMLA-Intermittent

Lohmann, Suzanne
Student Services Coordinator/ Counseling/
SAC
Effective: 07/01/19 – 06/30/20
Reason: FMLA-Intermittent

Tran, Anh Phuong
Curriculum Specialist/ Academic Affairs/
SAC
Effective: 06/01/19 – 12/31/19
Reason: FMLA-Intermittent

Ratification of Resignation/Retirement

Au, Shirley
Research Analyst/ Research/ SCC
Effective: June 28, 2019
Reason: Resignation

Ratification of Resignation/Retirement cont'd

Castro, Victor High School & Community Outreach Spec./ Counseling/ SCC	Effective: August 9, 2019 Reason: Retirement
Greenhalgh, Scott Senior District Safety Officer/ District	Effective: July 12, 2019 Reason: Resignation
Hawn, Theresa Senior Clerk/ Community Services/ SAC	Effective: December 30, 2019 Reason: Retirement
Rabiola, Anthony District Safety Officer/ District	Effective: June 21, 2019 Reason: Medical Layoff

CLASSIFIED HOURLY

New Appointments

Fantone, Calvin Learning Facilitator (CL19-1248) Humanities & Soc. Sci./ SAC	Effective: June 9, 2019 Up to 19 Hours/Week School Session Grade 8, Step A \$20.01/Hour
Gonzalez, Ann Instructional Assistant (CL19-1233) Continuing Ed./ CEC	Effective: June 19, 2019 Up to 19 Hours/Week School Session Grade 5, Step A \$17.85/Hour
Murillo, Maria Admissions & Records Spec. I (CL19-1255)/ Continuing Ed./ CEC	Effective: June 24, 2019 19 Hours/Week 12 Months/Year Grade 6, Step A + 2.5%Bil \$18.95/Hour
Nguyen, Lisa Instructional Assistant (CL19-1233) Continuing Ed./ CEC	Effective: June 24, 2019 Up to 19 Hours/Week School Session Grade 5, Step A \$17.85/Hour
Norzagaray Spillers, Cesar Instructional Assistant (CL19-1233) Continuing Ed./ CEC	Effective: June 17, 2019 Up to 19 Hours/Week School Session Grade 5, Step A \$17.85/Hour

CLASSIFIED HOURLY

New Appointments cont'd

Osuna, Maria
High School & Comm. Outreach Spec.
(CL18-1229) Continuing Ed./ CEC
Effective: June 10, 2019
19 Hours/Week 12 Months/Year
Grade 13, Step A + 2.5%Bil \$25.84/Hour

Pasillas, Ana
Admissions & Records Spec. I
(CL-19-1253) Continuing Ed./ CEC
Effective: June 17, 2019
19 Hours/Week 12 Months/Year
Grade 6, Step A + 2.5%Bil \$18.95/Hour

Soria, Lisset
Admissions & Records Spec. I
(CL19-1253) Continuing Ed. /CEC
Effective: June 17, 2019
19 Hours/Week 12 Months/Year
Grade 6, Step A + 2.5%Bil \$18.95/Hour

Temporary to Hourly Ongoing

Bush, Nicholas
Fine Arts & Theater Facilities Tech./
(CL19-1264) Fine & Performing Arts/
SAC
Effective: June 10, 2019
Up to 19 Hours/Week School Session
Grade 9, Step A \$20.85/Hour

Galanter, Jessica
Library Clerk (CL19-1265)
Library Services/ SAC
Effective: August 19, 2019
Up to 19 Hours/Week School Session
Grade 6, Step A \$18.49 Hour

LaSane, Jaysun
Library Technician (CL19-1280)
Institutional Effectiveness, Library &
Learning Support/ SCC
Effective: June 24, 2019
19 Hours/Week 12 Months/Year
Grade 9, Step A \$20.85/hour

Meraz, Norma
Admissions & Records Spec. I
(CL19-1272) Continuing Ed./ CEC
Effective: June 10, 2019
19 Hours/Week 12 Months/Year
Grade 6, Step A + 2.5%Bil \$18.95/Hour

Meza, Joanna
Instructional Assistant (CL19-1267)
Fine & Performing Arts/ SAC
Effective: July 1, 2019
Up to 19 Hours/Week School Session
Grade 5, Step A \$17.85/Hour

Mosqueda, Berenice
Learning Facilitator (CL19-1234)
Student Services/ SCC
Effective: May 20, 2019
Up to 19 Hours/Week School Session
Grade 8, Step A \$20.01/Hour

Temporary to Hourly Ongoing cont'd

Palacios Rosas, Maite
Student Services Specialist (CL19-1270)
Student Services/ SCC

Effective: June 10, 2019
19 Hours/Week 12 Months/Year
Grade 10, Step A \$21.80/Hour

Walters, Amy
Instructional Assistant (CL19-1296)
Science & Math/ SCC

Effective: August 19, 2019
Up to 19 Hours/Week School Session
Grade 5, Step A \$17.85/Hour

Professional Growth Increments

Ayala, Jose
District Safety Officer/ District

Effective: August 1, 2019
Grade 9, Step A + 5PG (1250)
\$20.85/Hour + \$104.17/Mo. PG

Khan, Khadija
Student Program Specialist/ Scholarship/
SAC

Effective: August 1, 2019
Grade 10, Step A + 4PG (1000)
\$21.80/Hour + \$83.34/Mo. PG

Tapia, Linda
Administrative Clerk/ OEC

Effective: August 1, 2019
Grade 10, Step A + 2.5%Bil + 2PG (500)
\$22.34/Hour + \$41.67/Mo. PG

Longevity Increments

Amaton, Jose
Custodian/ Admin. Services/ SAC

Effective: September 1, 2019
Grade 4, Step \$ + 7.5%L \$18.59/Hour

Cheung, Arthur
Instructional Assistant/ Business Div./ SAC

Effective: July 1, 2019
Grade 5, Step A + 7.5%L \$19.19/Hour

Garcia, Anthony
High School & Comm. Outreach Spec./
Continuing Ed./ CEC

Effective: July 1, 2019
Grade 13, Step A + 2.5%Bil + 10%L
\$28.38/Hour

Gonzalez, Cynthia
Instructional Assistant/ Science & Math/
SCC

Effective: July 1, 2019
Grade 5, Step A + 7.5%L \$19.19/Hour

Gonzales, Freddie
District Safety Officer/ District

Effective: September 1, 2019
Grade 9, Step A + 10%L \$22.94/Hour

Hua, Kenny
Instructional Assistant/ Business Div./ SAC

Effective: July 1, 2019
Grade 5, Step A + 7.5%L \$19.19/Hour

Longevity Increments cont'd

Leung, Sharon Admissions & Records Spec. I/ Continuing Ed./ CEC	Effective: August 1, 2019 Grade 6, Step A + 2.5%Bil + 7.5%L \$20.34/Hour
Ly, Xuan Instructional Assistant/ Business Div./ SAC	Effective: July 1, 2019 Grade 5, Step A + 7.5%L + 2PG (500) \$19.19/Hour + \$41.67/Mo. PG
Nguyen, Tung Q Instructional Assistant/ Continuing Ed./ CEC	Effective: August 1, 2019 Grade 5, Step A + 7.5%L \$19.19/Hour
Nguyen, Steven Instructional Assistant/ Business Div./ SAC	Effective: July 1, 2019 Grade 5, Step A + 7.5%L \$19.19/Hour
Zamudio, Marielena Learning Center Spec./ Continuing Ed./ CEC	Effective: September 1, 2019 Grade 8, Step A + 5%L \$21.00/Hour

Out of Class Assignment

McMinimy, Tawny Accountant/ Admin. Services/ SCC	Effective: 06/19/19 – 09/20/19 19 Hours/Week 12 Months/Year Grade 13, Step A \$25.22/Hour
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Change in Position

Lomeli, Elizabeth From: Student Services Specialist To: Student Services Coord. (CL19-1273) Student Services/ SAC	Effective: June 7, 2019 19 Hours/Week 12 Months/Year Grade 15, Step A + 5%L \$29.48/Hour
Rivera, Elke Senior Clerk From: Humanities & Soc. Sci. To: Student Affairs SCC (Reorg 1058)	Effective: June 19, 2019 19 Hours/Week 12 Months/Year Grade 8, Step A \$20.01/Hour

Leave of Absence

Du, Gary Counseling Assistant/ Continuing Ed./ CEC	Effective: 07/08/19 – 10/05/19 Reason: Parental Leave
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Leave of Absence cont'd

Gardea, Maria	Effective: 05/15/19 – 07/11/19
Administrative Clerk/ Continuing Ed./	Reason: Maternity Leave
OEC	Effective: 07/15/19 – 09/06/19
	Reason: Parental Leave

Ratification of Resignation/Retirement

Crawford, Jonathan	Effective: June 23, 2019
Gardener/Utility Worker/ Admin. Services/ SAC	Reason: Resignation

Gallegos, Maria De Jesus	Effective: June 28, 2019
Instructional Assistant/ Continuing Ed./ CEC	Reason: Resignation

TEMPORARY ASSIGNMENT

Short Term Assignment

Barrios, Nicolas	Effective: 07/16/19 – 12/14/19
Learning Facilitator/ Science & Math/ SAC	

Bright, Daniel	Effective: 08/01/19 – 06/30/20
Athletic Trainer/Therapist/ Kinesiology/ SAC	

Brooke, Ashton	Effective: 07/16/19 – 12/14/19
Learning Facilitator/ Science & Math/ SAC	

Carrizosa, Jason	Effective: 07/16/19 – 12/14/19
Learning Facilitator/ Science & Math/ SAC	

Champion, Michael	Effective: 08/12/19 – 06/05/20
Instructional Assistant/ Math & Science/ SCC	

De Leon Ayon, Guillermo	Effective: 08/01/19 – 06/30/20
Athletic/PE Equipment Asst./ Kinesiology/ SAC	

Eljaouhari, Samara	Effective: 07/16/19 – 12/14/19
Learning Facilitator/ Science & Math/ SAC	

Short Term Assignment cont'd

Estrada, Gilberto Custodian/ Continuing Ed./ OEC	Effective: 07/16/19 – 06/30/20
Friel, Heidi Data Entry Clerk/ Academic Affairs/ SAC	Effective: 07/16/19 – 09/10/19
Friel, Heidi Data Entry Clerk/ Academic Affairs/ SAC	Effective: 07/16/19 – 09/10/19
Germaine, Brittany Instructional Assistant/ Math & Science/ SCC	Effective: 08/12/19 – 06/05/20
Hanley, Sarah Instructional Assistant/ Math & Science/ SCC	Effective: 08/12/19 – 12/13/19
Hess, Jodi Cashier/ Admin. Services/ SCC	Effective: 07/16/19 – 06/30/20
Hoffman, Carolyn Grants Assistant/ Ed. Services/ District	Effective: 07/16/19 – 06/30/20
Huynh, Loc Learning Facilitator/ Science & Math/ SAC	Effective: 07/16/19 – 12/14/19
Jacome, Izabella Instructional Assistant/ Math & Science/ SCC	Effective: 08/12/19 – 06/05/20
Lopez, Christian Cashier/ Bookstore/ SCC	Effective: 07/16/19 – 06/30/20
Placencia, Ambar Intermediate Clerk/ Academic Affairs/ SAC	Effective: 07/16/19 – 06/30/20
Poldrugo, Jessica Instructional Assistant/ Math & Science/ SCC	Effective: 08/12/19 – 06/05/20
Prajapati, Darshna Cashier/ Admin. Services/ SCC	Effective: 07/16/19 – 06/30/20

Short Term Assignment cont'd

Pugh, Keith Learning Facilitator/ Science & Math/ SAC	Effective: 07/16/19 – 12/14/19
Roa, Maria Intermediate Clerk/ Digital Media Ctr./ District	Effective: 07/16/19 – 12/31/19
Robillard, Brant Learning Facilitator/ Science & Math/ SAC	Effective: 07/16/19 – 12/14/19
Romero, Trevor Learning Facilitator/ Science & Math/ SAC	Effective: 07/16/19 – 12/14/19
Rudela, Katarina Instructional Assistant/ Math & Science/ SCC	Effective: 08/12/19 – 06/06/20
Shull, Garrett Learning Facilitator/ Science & Math/ SAC	Effective: 07/16/19 – 12/14/19
Sierra Chavez, David Instructional Assistant/ Counseling/ SAC	Effective: 08/26/19 – 06/30/20
Sorensen, Colton Learning Facilitator/ Science & Math/ SAC	Effective: 07/16/19 – 12/14/19
Sullivan, Kately Learning Facilitator/ Science & Math/ SAC	Effective: 07/16/19 – 12/14/19
Tucker, Katherine Learning Facilitator/ Science & Math/ SAC	Effective: 07/16/19 – 12/14/19
Velasquez, Nicole Cashier/ Admin. Services/ SCC	Effective: 07/16/19 – 06/30/20
Villamar, Arnol Gardener-Utility Worker/ Admin. Services/ SCC	Effective: 07/16/19 – 06/30/20

Change in Temporary Assignment

Aguilar, Celia
Student Services Spec./ Student Services/
SCC

Effective: 07/01/19 – 06/30/20

Calzada, Juan
Program Specialist/ Student Services/ SAC

Effective: 06/24/19 – 06/30/19

Additional Hours for Ongoing Assignment

Alvarez Becerra, Julian
Instructional Assistant/ Continuing Ed./
CEC

Effective: 07/01/19 – 06/30/20
Not to exceed 19 consecutive working
days in any given period.

Barragan, Liliana
Instructional Assistant/ Continuing Ed./
CEC

Effective: 07/01/19 – 06/30/20
Not to exceed 19 consecutive working
days in any given period.

Cardiel, Juan
Instructional Assistant/ Continuing Ed./
CEC

Effective: 07/01/19 – 06/30/20
Not to exceed 19 consecutive work days
in any given period.

Chaikaew, Jarunee
Instructional Assistant/ Continuing Ed./
CEC

Effective: 07/01/19 – 06/30/20
Not to exceed 19 consecutive working
days in any given period.

Chang, Mary
Instructional Assistant/ Continuing Ed./
CEC

Effective: 07/01/19 – 06/30/20
Not to exceed 19 consecutive working
days in any given period.

Danley, Nicole
Instructional Assistant/ Continuing Ed./
CEC

Effective: 07/01/19 – 06/30/20
Not to exceed 19 consecutive working
days in any given period.

Duong, Quyen
Instructional Assistant/ Continuing Ed.
CEC

Effective: 07/01/19 – 06/30/20
Not to exceed 19 consecutive working
days in any given period.

Esparza, Felipe
Instructional Assistant/ Continuing Ed./
CEC

Effective: 07/01/19 – 06/30/20
Not to exceed 19 consecutive working
days in any given period.

Additional Hours for Ongoing Assignment cont'd

Flores, Juan Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Furlong Diaz, Linda Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive work days in any given period.
Gallegos, Maria Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Gandarilla, Frank Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Garcia, Anthony High School & Comm. Outreach Spec./ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Garcia, Patricia Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Gardea, Maria Adilene Administrative Clerk/ Continuing Ed./ OEC	Effective: 09/09/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Gil, Darlene Intermediate Clerk/ Human Resources/ District	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Gonzalez, Ann Instructional Assistant/ Continuing Ed./ CEC	Effective: 06/28/19 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Gonzalez, Laura Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Guillen, Patricia Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.

Additional Hours for Ongoing Assignment cont'd

Huyen, Thu Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Kusenda, Paula Student Program Specialist/ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Lazaro, Janet Administrative Clerk/ Continuing Ed./ OEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Lomeli, Elizabeth Student Services Coord./ Student Services/ SAC	Effective: 06/24/19 – 06/29/19 Not to exceed 19 consecutive working days in any given period.
Lu, Leslie Admissions Assistant/ Admissions/ CEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Luarte, Joseph Fine Arts & Theater Facilities Tech./ Fine & Performing Arts/ SAC	Effective: 07/01/19 – 12/15/19 Not to exceed 19 consecutive working days in any given period.
Maldonado, Vanessa Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Marco Ramirez, Rodrigo Student Services Specialist/ Student Services/ SAC	Effective: 06/17/19 – 06/29/19 Not to exceed 19 consecutive working days in any given period.
McMinimy, Tawny Auxiliary Services Spec./ Admin. Services/ SCC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Medina. Jennifer Cashier/ Bookstore/ SCC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Medina/ Laura Instructional Assistant/ Continuing Ed./ CEC	Effective: 05/20/19 – 06/29/19 Not to exceed 19 consecutive working days in any given period.

Additional Hours for Ongoing Assignment cont'd

Meraz, Norma Admissions & Records Spec. I/ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Montalvo, Genesis Learning Facilitator/ Humanities & Soc. Sci./ SAC	Effective: 06/17/19 – 06/27/19 Not to exceed 19 consecutive working days in any given period.
Montanez, Hortensia Counseling Assistant/ Continuing Ed./ OEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Morales, Adriana Intermediate Account Clerk/ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Navarrete, Luz Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Navarro, Eduardo Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/19 -06/30/20 Not to exceed 19 consecutive working days in any given period.
Nguyen, Jay Admissions & Records Spec. I/ Enrollment & Support Serv./ SCC	Effective: 07/16/19 – 12/20/19 Not to exceed 19 consecutive working days in any given period.
Nguyen, Joynny Instructional Assistant/ Continuing Ed/ CEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Ontiveros, Tara Student Services Spec./ Student Services/ SCC	Effective: 06/03/19 – 06/30/19 07/01/19 – 08/09/19 Not to exceed 19 consecutive working days in any given period.
Quinonez, Fernando Bookstore Storekeeper/ Bookstore/ SCC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.

Additional Hours for Ongoing Assignment cont'd

Ramirez, Abigail Counseling Assistant/ Counseling/ SAC	Effective: 05/01/19 – 06/28/19 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Ramirez, German Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Ramirez, Liliana Student Services Coord/ Student Services/ SCC	Effective: 06/03/19 – 06/30/19 07/01/19 – 08/09/19 Not to exceed 19 consecutive working days in any given period.
Reimer, Tracy Counseling Assistant/ EOPS/ SAC	Effective: 03/08/19 – 06/30/19 Not to exceed 19 consecutive working days in any given period.
Reyes, Adriana Student Services Spec./ Student Services/ SAC	Effective: 06/17/19 – 06/29/19 Not to exceed 19 consecutive work days in any given period.
Rodriguez, Rosalba Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive work days in any given period.
Tapia, Linda Administrative Clerk/ Continuing Ed./ OEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Villalpando, Alma Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Zuniga, Emilio Intermediate Clerk/ Financial Aid/ SAC	Effective: 06/03/19 – 06/30/19 07/01/19 – 10/25/19 Not to exceed 19 consecutive working days in any given period.

Substitute Assignments

Castaneda Reyes, Joan Custodian/ Admin. Services/ SCC	Effective: 06/14/19 – 06/28/19
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Substitute Assignments cont'd

Estrada, Gilberto Custodian/ Continuing Ed./ OEC	Effective: 07/01/19 – 06/30/20
Garcia, Waldo Counseling Assistant/ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20
Kelly, Tracie Sr. Account Clerk/ Fiscal Services/ District	Effective: 06/03/19 – 06/30/19 07/01/19 – 08/02/19
Mendez, Mayra Administrative Clerk/ Student Services/ SAC	Effective: 06/17/19 -06/30/19 07/01/19 -08/02/19
Nguyen, John Student Services Coord./ Student Services/ SAC	Effective: 06/10/19 – 08/12/19
Nieto, Vicente Custodian/ Facility Planning/ District	Effective: 05/24/19 – 09/30/19
Pena, Alfredo Counseling Assistant/ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20
Smith, Lee Graphic Designer/ Graphic Comm./ District	Effective: 05/29/19 – 06/28/19
Vega, Robert General Office Clerk/ EOPS/ SAC	Effective: 06/04/19 – 06/30/19 07/01/19 – 08/31/19

MISCELLANEOUS POSITIONS

Alarid, Danielle Presenter I/ Business & Career Tech./ SCC	Effective: 07/01/19 – 06/30/20
Alcazar, Elizabeth Sign Language Interpreter II/ DSPS/ SCC	Effective: 07/01/19 – 06/30/20

MISCELLANEOUS POSITIONS cont'd

Alcazar, Elizabeth Sign Language Interpreter II/ Student Services/ SAC	Effective: 07/01/19 – 06/29/20
Childs, Wendy Sign Language Interpreter II/ Student Services/ SAC	Effective: 07/01/19 – 06/29/20
Childs, Wendy Sign Language Interpreter II/ DSPS/ SCC	Effective: 07/01/19 – 06/30/20
Cons, Mayra Clerical Assistant/ Child Dev. Services/ District	Effective: 07/01/19 – 06/30/20
Cruz, Carlos Residential Assistant II/ Student Services/ SCC	Effective: 06/08/19 – 06/30/19 07/01/19 – 08/09/19
Dascenzo, Christina Sign Language Interpreter II/ Student Services/ SAC	Effective: 07/01/19 -06/30/20
Dascenzo, Christina Sign Language Interpreter II/ DSPS/ SCC	Effective: 07/01/19 – 06/30/20
Depetris, Gina Sign Language Interpreter III/ Student Services/ SAC	Effective: 07/01/19 – 06/29/20
Depetris, Gina Sign Language Interpreter III/ DSPS/ SCC	Effective: 07/01/19 – 06/30/20
Drevlow, Laurie Sign Language Interpreter VII/ Student Services/ SAC	Effective: 07/01/19 – 06/29/20
Drevlow, Laurie Sign Language Interpreter VII/ DSPS/ SCC	Effective: 07/01/19 – 06/30/20
Esparza, Victor Coaching Assistant/ Kinesiology/ SCC	Effective: 07/16/19

MISCELLANEOUS POSITIONS cont'd

Figuroa, Alexis Clerical Assistant/ Student Affairs/ SAC	Effective: 06/10/19 – 06/30/20 07/01/19 – 08/30/19
Friesen, Ryan Community Services Presenter/ Continuing Ed./ CEC	Effective: 07/11/19
Gonzalez Aranda, Karina Child Dev. Intern I/ Child Dev. Services/ District	Effective: 06/24/19
Hawkins, Jimmy Sign Language Interpreter VII/ Student Services/ SAC	Effective: 07/01/19 – 06/29/20
Hawkins, Jimmy Sign Language Interpreter VII/ DSPS/SCC	Effective: 07/01/19 – 06/30/20
Hernandez, Roberto Coaching Assistant/ Kinesiology/ SCC	Effective: 07/16/19
Inouye, Chris Sign Language Interpreter III/ Student Services/ SAC	Effective: 07/01/19 – 06/30/20
Inouye, Christ Sign Language Interpreter III/ DSPS/ SCC	Effective: 07/01/19 – 06/30/20
Lee, Cinda Presenter I/ Bus. Career Tech Ed./ SCC	Effective: 07/01/19 – 12/31/19
Lin, Donna Community Services Presenter II/ Student Services/ SAC	Effective: 07/01/19 – 06/30/20
Lloyd, Roger Business Expert Professional II/ SBDC/ District	Effective: 07/01/19 – 12/31/19
Lloyd, Roger Business Expert Professional II/ SBDC/ District	Effective: 05/29/19 – 06/30/19

MISCELLANEOUS POSITIONS cont'd

Marquez, Cristina Presenter I/ Bus. Career Tech Ed./ SCC	Effective: 07/01/19 – 12/31/19
Martin, Esmeralda Presenter I/ Bus. Career Tech Ed./ SCC	Effective: 07/01/19 – 12/31/19
Martinez, Miguel Residential Assistant II/ Student Services/ SCC	Effective: 06/08/19 – 06/30/19 07/01/19 – 08/09/19
Mendoza, Fatima Presenter I/ Bus. Career Tech Ed./ SCC	Effective: 07/01/19 – 12/31/19
Murphy, Tara Community Services Presenter II Student Services/ SAC	Effective: 07/01/19 – 06/30/20
Navarro, Esmeralda Presenter I/ Bus. Career Tech Ed./ SCC	Effective: 07/01/19 – 12/31/19
Palestino, Patricia Clerical Assistant/ Child Dev. Services/ District	Effective: 07/01/19 – 12/31/19
Perez, Nallely Residential Assistant I/ Student Services/ SAC	Effective: 06/15/19 – 06/30/19 07/01/19 – 07/26/19
Ramirez, Nohely Residential Assistant I/ Student Services/ SAC	Effective: 06/15/19 – 06/30/19 07/01/19 – 07/26/19
Ramirez, Vanessa Presenter I/ Bus Career Tech Ed./ SCC	Effective: 07/01/19 – 12/31/19
Reed, Dejaney Residential Assistant II/ Student Services/ SCC	Effective: 06/08/19 – 06/30/19 07/01/19 – 08/09/19
Ruiz, Rebecca Health Educator/ Health & Wellness/ SCC	Effective: 08/26/19 – 06/30/20

MISCELLANEOUS POSITIONS cont'd

Santiago, Itzhel Presenter I/ Bus Career Tech Ed./ SCC	Effective: 07/01/19 – 12/31/19
Shiba, Lisa Sign Language Interpreter IV/ Student Services/ SAC	Effective: 07/01/19 – 06/30/20
Shiba, Lisa Sign Language Interpreter IV/DSPS/ SCC	Effective: 07/01/19 – 06/30/20
Shields, Cindy Sign Language Interpreter V/ Student Services/ SAC	Effective: 07/01/19 – 06/30/20
Shields, Cindy Sign Language Interpreter V/ DSPS/ SCC	Effective: 07/01/19 – 06/30/20
Silva Araujo, Roxana Child Dev. Intern I/ Child Dev. Serv./ District	Effective: 06/24/19
Smith, Elizabeth Sign Language Interpreter VII/ Student Services/ SAC	Effective: 07/01/19 - 08/17/19
Smith, Elizabeth Sign Language Interpreter VII/ DSPS/ SCC	Effective: 07/01/19 – 06/30/20
Thielen, Maureen Business Expert Professional II/ SBDC/ District	Effective: 05/22/19 – 06/30/19 07/01/19 – 12/31/19
Vargas, Thomas Presenter I/ Bus. Career Tech Ed./ SCC	Effective: 07/01/19 – 12/31/19
Vega, Guillermo Presenter I/ Bus. Career Tech Ed./ SCC	Effective: 07/01/19 – 12/31/19
Velasquez, Anacari Presenter I/ Bus. Career Tech Ed./ SCC	Effective: 07/01/19 -12/31/19

MISCELLANEOUS POSITIONS cont'd

Viana, Alejandra Presenter I/ Bus. Career Tech Ed./ SCC	Effective: 07/01/19 – 12/31/19
Wallace, Katryna Residential Assistant II/ Student Services/ SCC	Effective: 06/08/19 – 06/30/19 07/01/19 – 08/09/19
Woolard, Abigail Sign Language Interpreter VII/ DSPTS/ SCC	Effective: 07/01/19 – 06/30/20
Woolard, Abigal Sign Language Interpreter VII/ Student Services/ SAC	Effective: 07/01/19 – 06/30/20
Woolard, Caleb Sign Language Interpreter VII/ Student Services/ SAC	Effective: 07/01/19 – 06/30/20
Woolard, Caleb Sign Language Interpreter VII/ DSPTS/ SCC	Effective: 07/01/19 – 06/30/20

Instructional Associates/Associate Assistants

Criminal Justice

Draheim, Matthew	Effective: 07/16/19
Knoblock, Joanne	Effective: 07/16/19

Fire Technology

Salmas, Paul	Effective: 06/17/19
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COMMUNITY SERVICE PRESENTERS

Stipends Effective January 11 – February 10, 2019

Mack, Karen	Amount: \$ 119.20
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Stipends Effective February 11 – March 10, 2019

Barreto, Rigoberto	Amount: \$ 240.00
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COMMUNITY SERVICE PRESENTERS

Stipends Effective February 11 – March 10, 2019 cont'd

Mack, Karen	Amount: \$ 178.52
Rivera, Rodrigo	Amount: \$ 181.86
Smith, Roberta	Amount: \$ 360.00

Stipends Effective March 11 – April 10, 2019

Mack, Karen	Amount: \$ 178.52
Rivera, Rodrigo	Amount: \$ 71.86
Smith, Roberta	Amount: \$ 360.00
Williams, Ronald	Amount: \$ 495.55

Stipends Effective April 11 – May 10, 2019

Mack, Karen	Amount: \$ 178.52
Nolasco, Jeffrey	Amount: \$ 350.00
Raslan, Nayrouz	Amount: \$ 3,120.00
Samaniego, Adriel	Amount: \$ 260.00
Smith, Roberta	Amount: \$ 90.00

VOLUNTEERS

Oviedo, Anthony Volunteer/ Kinesiology/ SAC	Effective: 07/16/19 – 06/30/20
Slaybaugh, Julliette Volunteer/ Fine & Performing Arts/ SAC	Effective: 07/16/19 – 06/30/20
Slaybaugh, Russell Volunteer/ Fine & Performing Arts/ SAC	Effective: 07/16/19 – 06/30/20

**SANTA ANA COLLEGE
STUDENT ASSISTANT LIST**

Alcibar, Paloma D.	Effective:	07/01/19-06/30/20
Aldana, Vanessa M.	Effective:	07/01/19-06/30/20
Aldana, Vanessa M.	Effective:	06/19/19-06/30/19
Alvarado, Adrianna J.	Effective:	07/01/19-06/30/20
Alvarez, Cesar A.	Effective:	07/01/19-06/30/20
Alvarez-Orozco, Noemi P.	Effective:	07/01/19-06/30/20
Amaral Hernandez, Socorro	Effective:	07/01/19-06/30/20
Andaya Alvarado, Deysi D.	Effective:	07/01/19-06/30/20
Bacilio Dominguez, Jessica	Effective:	07/01/19-06/30/20
Baltazar Suarez, Clementina	Effective:	07/01/19-06/30/20
Bermudez, Priscilla M.	Effective:	06/17/19-06/30/19
Bermudez, Priscilla M.	Effective:	07/01/19-06/30/20
Brambila Ramirez, Eduardo R.	Effective:	07/01/19-06/30/20
Caldera, Daisy	Effective:	07/01/19-06/30/20
Camarena, Jose E.	Effective:	07/01/19-06/30/20
Cantuna, Stephan J.	Effective:	07/01/19-06/30/20
Cardon, Myrna M.	Effective:	07/01/19-06/30/20
Carranza, Elizabeth G.	Effective:	07/01/19-06/30/20
Castelan, Mayan	Effective:	07/01/19-06/30/20
Castrejon, Damaris S.	Effective:	07/01/19-06/30/20
Castro, Leticia	Effective:	07/01/19-06/30/20
Ceja, Jessica M.	Effective:	07/01/19-06/30/20
Constantino Rodriguez, Maria L.	Effective:	07/01/19-06/30/20
Corona, Irene N.	Effective:	07/01/19-06/30/20
Galvan, Alma S.	Effective:	07/01/19-06/30/20
Garcia Sandoval, Ana Maria	Effective:	07/01/19-06/30/20
Garcia, Jocelyn S.	Effective:	07/01/19-06/30/20
Garcia, Maria D.	Effective:	07/01/19-06/30/20
Garcia, Paola	Effective:	07/01/19-06/30/20
Garcia, Priscilla M.	Effective:	07/01/19-06/30/20
Gil, Belen	Effective:	07/01/19-06/30/20
Gonzalez, Erica J.	Effective:	07/01/19-06/30/20
Gonzalez, Karina B.	Effective:	07/01/19-06/30/20
Gonzalez Sanchez, Lizbeth K.	Effective:	07/01/19-06/30/20
Guerrero-Ocampo, Ernesto	Effective:	07/01/19-06/30/20
Gutierrez, Marisabel	Effective:	07/01/19-06/30/20
Guzman, Angel A.	Effective:	07/01/19-06/30/20
Harrell, Marcus I.	Effective:	07/01/19-06/30/20
Hazel, Serena R.	Effective:	07/01/19-06/30/20
Higareda, Maria G.	Effective:	07/01/19-06/30/20
Huynh, Trang H.	Effective:	07/01/19-06/30/20
Ibarra, Elias	Effective:	07/01/19-06/30/20
Jaramillo, Rigoberto	Effective:	07/01/19-06/30/20
Jaramillo, Rigoberto	Effective:	06/17/19-06/30/19
Juarez, Mayra S.	Effective:	07/01/19-06/30/20
Le, Minh H.	Effective:	07/01/19-06/30/20
Lemus Perez, Gabriela D.	Effective:	07/01/19-06/30/20

**SANTA ANA COLLEGE
STUDENT ASSISTANT LIST cont'd**

Lo, Amy N.	Effective:	07/01/19-06/30/20
Longoria, Sabrina D.	Effective:	07/01/19-06/30/20
Lopez, Alan J.	Effective:	07/01/19-06/30/20
Maciel, Veronica	Effective:	07/01/19-06/30/20
Madrigal, Xiomara V.	Effective:	07/01/19-06/30/20
Martinez, Victoria V.	Effective:	07/01/19-06/30/20
Melchor, Marilyn	Effective:	07/01/19-06/30/20
Melendez, Diana	Effective:	07/01/19-06/30/20
Morales, Anderson L.	Effective:	07/01/19-06/30/20
Morehead, Jeremiah J.	Effective:	07/01/19-06/30/20
Munoz Anaya, Alma J.	Effective:	07/01/19-06/30/20
Munoz De La Rosa, Brenda S.	Effective:	07/01/19-06/30/20
Murguia, Claudia V.	Effective:	07/01/19-06/30/20
Nguyen, Tien T.	Effective:	07/01/19-06/30/20
Orozco, Sarahi	Effective:	07/01/19-06/30/20
Palacios, Brenda	Effective:	07/09/19-06/30/20
Pedroza, Alexandra M.	Effective:	07/01/19-06/30/20
Pham, Katherine D.	Effective:	07/01/19-06/30/20
Pineda, Reyna	Effective:	07/01/19-06/30/20
Plascencia, Daniel	Effective:	07/01/19-06/30/20
Ponce, Alejandra Y.	Effective:	07/01/19-06/30/20
Pyburn, Chanel J.	Effective:	07/01/19-06/30/20
Pyburn, Chanel J.	Effective:	06/17/19-06/30/19
Ramirez, Evanichole	Effective:	07/01/19-06/30/20
Ramirez, Magdalena	Effective:	07/01/19-06/30/20
Rivera, Vanessa	Effective:	07/01/19-06/30/20
Rodriguez Gonzalez, Maritza	Effective:	07/01/19-06/30/20
Rosas De Cid, Marcela	Effective:	07/01/19-06/30/20
Saad, Rhonda B.	Effective:	07/01/19-06/30/20
Sanchez, Stacy	Effective:	07/01/19-06/30/20
Sanchez, Viviana	Effective:	07/01/19-06/30/20
Sandoval, Alondra	Effective:	07/09/19-06/30/20
Suarez Perez, Jhosselyn J	Effective:	07/01/19-06/30/20
Suarez Perez, Jhosselyn J.	Effective:	06/20/19-06/30/19
Tafoya, Veronica E.	Effective:	07/01/19-06/30/20
Tapia Jimenez, Maria C.	Effective:	07/01/19-06/30/20
Tapia Torres, Nayeli	Effective:	07/01/19-06/30/20
Tapia, Julian	Effective:	07/01/19-06/30/20
Tinajero, Charlene	Effective:	07/01/19-06/30/20
Torres, Liz B.	Effective:	07/01/19-06/30/20
Torres, Lorena	Effective:	07/01/19-06/30/20
Tran, Thao T.	Effective:	07/01/19-06/30/20
Tran, Thi Thanh Hien	Effective:	07/01/19-06/30/20
Tran, Trinh T.	Effective:	07/01/19-06/30/20
Trejo Moreno, Andersi	Effective:	07/01/19-06/30/20
Vargas, Charissa M.	Effective:	07/01/19-06/30/20
Vera, Stephanie	Effective:	07/01/19-06/30/20

**SANTA ANA COLLEGE
STUDENT ASSISTANT LIST cont'd**

Villanueva, Harley S.	Effective:	07/01/19-06/30/20
Villegas, Karen J.	Effective:	07/01/19-06/30/20
Zuniga, Brittany M.	Effective:	07/01/19-06/30/20

**SANTIAGO CANYON COLLEGE
STUDENT ASSISTANT HIRE LIST**

Alvarez, Humberto	Effective:	07/01/2019 – 06/30/2020
Bible, Alaze	Effective:	07/01/2019 – 06/30/2020
Castro, Leslie	Effective:	07/01/2019 – 06/30/2020
Chou, Jaimie	Effective:	07/01/2019 – 06/30/2020
Cotton, Cathrine	Effective:	07/01/2019 – 06/30/2020
Flores Alonso, Marco	Effective:	07/01/2019 – 06/30/2020
Galcia Vega, Victoria Lourdes	Effective:	07/01/2019 – 06/30/2020
Guardado, Alberto	Effective:	07/01/2019 – 06/30/2020
Guzman, Cindy	Effective:	07/01/2019 – 06/30/2020
Hernandez, Natalie	Effective:	07/01/2019 – 06/30/2020
Javier, Ervin	Effective:	07/01/2019 – 06/30/2020
Montesinos, Stephanie	Effective:	07/01/2019 – 06/30/2020
Nguyen, Vy	Effective:	07/01/2019 – 06/30/2020
Oregel, Maira	Effective:	07/01/2019 – 06/30/2020
Portillo-Bruno, Diana	Effective:	07/01/2019 – 06/30/2020
Ramirez, Kimberly	Effective:	07/01/2019 – 06/30/2020
Saldana, Angel	Effective:	07/01/2019 – 06/30/2020
Solis, Brianna	Effective:	07/01/2019 – 06/30/2020
Torok, Jacob	Effective:	07/01/2019 – 06/30/2020
Villa, Marc	Effective:	07/01/2019 – 06/30/2020
Woodson, Randal	Effective:	07/01/2019 – 06/30/2020

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources

To:	Board of Trustees	Date: July 15, 2019
Re:	Approval of Professional Services Agreement with Devaney, Pate Morris & Cameron LLP (DPMC) for Investigative Services	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District has a responsibility to investigate various types of complaints such as Title V, Title IX, workplace harassment and other personnel related matters. On occasions with complaints that are more complex and extensive, the District utilizes third-party investigative firms, this helps maintain impartiality, independence and legal timelines. Currently, the District has three investigation firms who are under retention, it is recommended to add a fourth to help maintain an impartiality in the use of investigative firms.

ANALYSIS

Devaney, Pate Morris & Cameron LLP are recognized as a leader in helping public sector employers manage their most challenging investigations. They conduct independent investigations to assist employers in evaluating complaints of discrimination, Title IX, harassment, and other concerns.

The term of this agreement is for the period of July 31, 2019, through June 30, 2021.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Professional Services Agreement with with Devaney, Pate Morris & Cameron LLP as presented.

Fiscal Impact: Based on Utilization	Board Date: July 15, 2019
Prepared by: Alistair Winter, Assistant Vice Chancellor, Human Resources	
Submitted by: Tracie Green, Vice Chancellor, Human Resources	
Recommended by: Marvin Martinez, Chancellor	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706 and Devaney, Pate Morris & Cameron LLP (DPMC), having its principal business address located at 402 W. Broadway, Suite 1300, San Diego, CA 92101 hereinafter called (“Contractor”).

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

District and Contractor are also referred to collectively as the “Parties” and individually as “Party.”

WHEREAS, District is authorized to contract with persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, administrative, or other related matters; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor represents that it is specially trained, experienced, properly certified/licensed and competent to perform the services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of the Recitals and mutual covenants provided in this Contract, District and Contractor agree as follows:

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on July 31, 2019, whichever is later, and shall continue in full force and effect thereafter until and including June 30, 2021 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date

of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.

- D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for bankruptcy Termination.
- E. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages
- F. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
- G. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement as detailed in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB)

withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

5. Independent Contractor. By its signature on this Contract, Contractor acknowledges and agrees that the Services to be performed under this Contract are those of an independent contractor, and that Contractor is solely responsible for the Services and any other work performed as a result of this Contract. Contractor represents and warrants that Contractor, its subcontractors, and their employees, and agents are not officers, agents, or employees of District. Contractor acknowledges and agrees any personnel performing the Services under this Contract shall at all times be under Contractor's exclusive direction and control, and that Contractor is solely responsible for payment of all compensation, wages, salaries, benefits, and other amounts due to such personnel. Contractor further acknowledges and agrees that Contractor shall be solely responsible for all federal, state, and local taxes and any and all fees applicable to any Services performed under this Contract, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

6. Use of Subcontractors. Contractor shall not delegate, by contract, agreement or otherwise, any services or tasks required under this Contract to any other person or entity without the express written permission of District by executed addendum. Consent to any subcontract may be withheld by District at its sole and unrestricted discretion. District shall not be obligated to pay for any services or work performed by an unauthorized person or entity. Contractor shall at all times during the term of this agreement remain fully and independently responsible and liable to District for the full and complete performance of the terms and conditions of this Contract. Contractor shall be responsible for ensuring that all subcontractors independently satisfy all of the requirements of Contractor under this Contract, including but not limited to the insurance and indemnification provisions of this Contract, unless otherwise agreed in writing by the District. Prior to performance of Services by any subcontractor, the subcontractor shall provide District with evidence of all insurance, certificates, forms, and licenses required by this Contract.

7. Trademark/Logo Use. Contractor must obtain written approval from the District to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, the District will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected

by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

- a. To the fullest extent allowed by law, Contractor shall defend, indemnify and hold District, its officials, trustees, officers, agents, employees, volunteers, and representatives ("Indemnitees") free and harmless from any and all claims, demands, negligence, causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) Contractor or any subcontractor's failure to fully comply with or breach of any of the terms and conditions of this Contract, or 2) any acts, omissions, negligence or willful misconduct of Contractor, any subcontractor, and their officials, officers, employees, and agents arising out of or in connection with the performance of Services or otherwise arising from this Contract ("Indemnification").
- b. Contractor's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses. The only limitations on this provision shall be those imposed by Civil Code § 2782, as may be applicable, or other applicable provisions of law.

10. Insurance Requirements. Contractor (and all subcontractors) agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverage from an admitted carrier in the State of California with an AM Best Rating of A-VII or higher:

- a. Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) aggregate and must include coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent contractor's liability, written on an "occurrence" form;
- b. Business Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000). (Business Auto Liability is required when a vendor is operating a vehicle on District premises for other than commute purposes or the vehicle is an integral part of their services).
- c. Workers' Compensation insurance. This coverage is required unless Contractor provides written verification it has no employees. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Contractor must also maintain Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease, as required by statutory insurance requirement of the State of California;

Other Insurance Requirements

- Contractor agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.
- Contractor's Insurance to be Primary. Any insurance or self-insurance maintained by the

District, its board of trustees, officials, employees, volunteers, and agents shall be excess of the Contractor's insurance and shall not contribute with it.

- Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. All certificates must be delivered before Work is to commence. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.
- Waiver of Subrogation. Contractor hereby grants to District, its board of trustees, employees, volunteers, and agents a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.
- An Umbrella Liability policy (or Excess Liability) may be used to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits to meet District's minimum coverage requirements provided all requirements set forth herein are fully satisfied with respect to such policy.
- If Contractor maintains broader coverage and/or higher limits than the minimums required herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

11. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

12. Compliance with Applicable Laws. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

13. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Work pursuant to this Agreement.

14. Professional Practices. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate

California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

16. Entire Agreement/Amendment. When signed by both Parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the Parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

17. Non-Discrimination. Contractor represents that it is an equal opportunity employer and acknowledges that it shall not subject any person to unlawful discrimination based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, or political affiliation in programs, activities, services, benefits, or employment in connection with this Contract. Contractor agrees not to discriminate on any of these bases in its employment or personnel policies, including but not limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

18. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

District: Rancho Santiago Community College District
Attn: Peter J. Hardash, VC of Business/Fiscal Operations
2323 N. Broadway
Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)
Tracie Green,
Vice Chancellor, Human Resources
2323 N Broadway
Santa Ana, CA 92706

Contractor: Jeffery Morris
Devaney Pate Morris & Cameron, LLP
402 W. Broadway, Suite 1300
San Diego, CA 92101

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
21. Exhibits. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.
22. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.
23. Conflict of Interest. Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.
24. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.
25. Time is of the Essence. Time is of the essence and Contractor shall perform the services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.
26. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless District from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.
27. Force Majeure. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.
28. Failure to Perform. As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both Parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.

29. Dispute Resolution.

Negotiation. Any dispute that Contractor may have regarding the performance of this Contract, including, but not limited to, claims for additional compensation, shall be submitted to District within 30 days of its occurrence. District and Contractor shall attempt to negotiate a resolution of such dispute and process an amendment to this Contract to implement the terms of such resolution.

Mediation. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be resolved through direct discussions, the Parties agree to first endeavor to resolve the dispute in an amicable manner by non-binding mediation under the applicable rules of the Judicial Arbitration and Mediation Service (JAMS), or other similar organization mutually selected by the Parties. If any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, remains after mediation, the matter shall be determined in a court of law of proper jurisdiction in the District's place of venue.

If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal quota of the expenses of the mediator.

A party that refuses to participate in mediation or refuses to participate in the selection of a mediator cannot file a legal action. The non-refusing party shall be permitted to file a legal action immediately upon the other party's refusal to participate in mediation or the selection of a mediator.

30. Amendments. This Agreement may be amended only by written instrument signed by both District and Contractor which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

32. Certification Regarding Debarment, Suspension or Other Ineligibility. (Applicable to all agreements funded in part or whole with federal funds).

- 1) By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility

33. Gift Ban Policy. The District has a Gift Ban Policy (BP 3821) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months

preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's website.

- 34. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement.

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

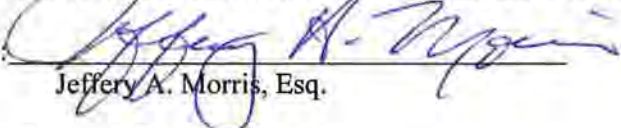
BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor for Business Operations/Fiscal Services

Date: _____, 2019

CONTRACTOR – DEVANEY PATE MORRIS & CAMERON, LLP

BY: 
Jeffery A. Morris, Esq.

Print Name: Jeffery A. Morris

Print Title: Attorney

Date: July 25, 2019

Exhibit A
Scope of Work and Detailed Schedule of Payment.

The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. The scope of work is to include representation, counsel and consultation in connection with District's, investigations, or other assignments, projects or matters as directed ("Services").

District will pay Contractor for attorney's fees for the legal services provided under this Agreement at the respective hourly rates of the individuals providing the services. The rate shall be \$225.00 per hour blended for partners and associates, and \$110.00 per hour for paralegals. The Contractor will charge in increments of one tenth of an hour, rounded off for each particular activity to the nearest one tenth of an hour. The minimum time charged for any particular activity will be one tenth of an hour.

Unless the Contractor agrees in writing to a fixed fee, the Firm's compensation for legal services rendered for District's matters ("Fees") will not be a fixed amount and the payment of fees is not contingent upon any event, but rather will be an amount based primarily upon the time devoted to District's matters, including, but not limited to, consultations, correspondence, meetings, telephone calls, negotiations, factual investigations and analyses, legal research and analyses, document preparation and revision, court appearances, travel on District's behalf and all other work related to District's matters. Firm will charge for travel time, on a portal to portal basis, both local and out of town.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources

To:	Board of Trustees	Date: July 15, 2019
Re:	Approval of Professional Services Agreement with Job Elephant	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District continues to utilize the services of Job Elephant, which provides recruitment advertising services, which includes preparing ads and electronic submittals for large newspapers and website, local newspapers and niche and free websites.

ANALYSIS

The Human Resources Department seeks the approval of the Board of Trustees to engage in the recruitment and advertising services with the Job Elephant. Human Resources estimates the 2019-2020 utilization cost of approximately \$30,000.

The term of the services is from July 16, 2019 through June 30, 2020.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Professional Services Agreement with Job Elephant as presented.

Fiscal Impact: Based on Utilization	Board Date: July 15, 2019
Prepared by: Elouise Marasigan, Director, Employment Services, Equity & Diversity, Human Resources	
Submitted by: Tracie Green, Vice Chancellor, Human Resources	
Recommended by: Marvin Martinez, Chancellor	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, on behalf of Human Resources Department and JobElephant, having its principal business address located at 5443 Fremontia Lane, San Diego, CA 92115 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

District and Contractor are also referred to collectively as the “Parties” and individually as “Party.”

WHEREAS, District is authorized to contract with persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, administrative, or other related matters; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor represents that it is specially trained, experienced, properly certified/licensed and competent to perform the services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of the Recitals and mutual covenants provided in this Contract, District and Contractor agree as follows:

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on July 16, 2019, whichever is later, and shall continue in full force and effect thereafter until and including June 30, 2020 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
 - D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this

Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for bankruptcy Termination.

- E. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages
 - F. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
 - G. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.
4. Payment.
- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Thirty thousand Dollars (\$30,000.00) ("Contract Amount"). Additional details are specified in **Exhibit A**.
 - B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
 - C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
 - D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
 - E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder

and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

5. Independent Contractor. By its signature on this Contract, Contractor acknowledges and agrees that the Services to be performed under this Contract are those of an independent contractor, and that Contractor is solely responsible for the Services and any other work performed as a result of this Contract. Contractor represents and warrants that Contractor, its subcontractors, and their employees, and agents are not officers, agents, or employees of District. Contractor acknowledges and agrees any personnel performing the Services under this Contract shall at all times be under Contractor's exclusive direction and control, and that Contractor is solely responsible for payment of all compensation, wages, salaries, benefits, and other amounts due to such personnel. Contractor further acknowledges and agrees that Contractor shall be solely responsible for all federal, state, and local taxes and any and all fees applicable to any Services performed under this Contract, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

6. Use of Subcontractors. Contractor shall not delegate, by contract, agreement or otherwise, any services or tasks required under this Contract to any other person or entity without the express written permission of District by executed addendum. Consent to any subcontract may be withheld by District at its sole and unrestricted discretion. District shall not be obligated to pay for any services or work performed by an unauthorized person or entity. Contractor shall at all times during the term of this agreement remain fully and independently responsible and liable to District for the full and complete performance of the terms and conditions of this Contract. Contractor shall be responsible for ensuring that all subcontractors independently satisfy all of the requirements of Contractor under this Contract, including but not limited to the insurance and indemnification provisions of this Contract, unless otherwise agreed in writing by the District. Prior to performance of Services by any subcontractor, the subcontractor shall provide District with evidence of all insurance, certificates, forms, and licenses required by this Contract.

7. Trademark/Logo Use. Contractor must obtain written approval from the District to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, the District will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

- a. To the fullest extent allowed by law, Contractor shall defend, indemnify and hold District, its officials, trustees, officers, agents, employees, volunteers, and representatives (“Indemnitees”) free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively “Loss”) to the extent arising out of or incident to: 1) Contractor or any subcontractor’s failure to fully comply with or breach of any of the terms and conditions of this Contract, or 2) any acts, omissions, negligence or willful misconduct of Contractor, any subcontractor, and their officials, officers, employees, and agents arising out of or in connection with the performance of Services or otherwise arising from this Contract (“Indemnification”).
- b. Contractor’s Indemnification includes, but is not limited to, the payment of all damages and attorney’s fees, fines, penalties and other related costs and expenses. The only limitations on this provision shall be those imposed by Civil Code § 2782, as may be applicable, or other applicable provisions of law.
- c. Contractor’s defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnitees, and the defense shall be paid at Contractor’s own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnitees, notwithstanding whether liability is, can be or has yet been established.

10. Insurance Requirements. Contractor (and all subcontractors) agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverage from an admitted carrier in the State of California with an AM Best Rating of A-VII or higher:

- a. Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) aggregate and must include coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent contractor’s liability, written on an "occurrence" form;
- b. Business Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000). (Business Auto Liability is required when a vendor is operating a vehicle on District premises for other than commute purposes or the vehicle is an integral part of their services).
- c. Workers' Compensation insurance. This coverage is required unless Contractor provides written verification it has no employees. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Contractor must also maintain Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. as required by statutory insurance requirement of the State of California;

Other Insurance Requirements

- Contractor agrees to name District, District’s Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.
- Contractor’s Insurance to be Primary. Any insurance or self-insurance maintained by the District, its board of trustees, officials, employees, volunteers, and agents shall be excess of the Contractor’s insurance and shall not contribute with it.

- Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. All certificates must be delivered before Work is to commence. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.
- Waiver of Subrogation. Contractor hereby grants to District, its board of trustees, employees, volunteers, and agents a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.
- An Umbrella Liability policy (or Excess Liability) may be used to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits to meet District's minimum coverage requirements provided all requirements set forth herein are fully satisfied with respect to such policy.
- If Contractor maintains broader coverage and/or higher limits than the minimums required herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

11. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

12. Compliance with Applicable Laws. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

13. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Work pursuant to this Agreement.

14. Professional Practices. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

16. Entire Agreement/Amendment. When signed by both Parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the Parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

17. Non-Discrimination. Contractor represents that it is an equal opportunity employer and acknowledges that it shall not subject any person to unlawful discrimination based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, or political affiliation in programs, activities, services, benefits, or employment in connection with this Contract. Contractor agrees not to discriminate on any of these bases in its employment or personnel policies, including but not limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

18. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

District: Rancho Santiago Community College District
Attn: Peter J. Hardash, VC of Business/Fiscal Operations
2323 N. Broadway
Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)
Tracie Green, Vice Chancellor of Human Resources
Human Resources
2323 N. Broadway
Santa Ana, CA 92706

Contractor: Michael Ang
5443 Fremontia Lane San
Diego, CA 92115

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Exhibits. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.

22. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties

jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

23. Conflict of Interest. Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.

24. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.

25. Time is of the Essence. Time is of the essence and Contractor shall perform the services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.

26. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless District from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

27. Force Majuere. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.

28. Failure to Perform. As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both Parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.

29. Dispute Resolution.

Negotiation. Any dispute that Contractor may have regarding the performance of this Contract, including, but not limited to, claims for additional compensation, shall be submitted to District within 30 days of its occurrence. District and Contractor shall attempt to negotiate a resolution of such dispute and process an amendment to this Contract to implement the terms of such resolution.

Mediation. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be resolved through direct discussions, the Parties agree to first endeavor to resolve the dispute in an amicable manner by non-binding mediation under the applicable rules of the Judicial Arbitration and Mediation Service (JAMS), or other similar organization mutually selected by the Parties. If any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, remains

after mediation, the matter shall be determined in a court of law of proper jurisdiction in the District's place of venue.

If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal quota of the expenses of the mediator.

A party that refuses to participate in mediation or refuses to participate in the selection of a mediator cannot file a legal action. The non-refusing party shall be permitted to file a legal action immediately upon the other party's refusal to participate in mediation or the selection of a mediator.

30. Amendments. This Agreement may be amended only by written instrument signed by both District and Contractor which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

32. Certification Regarding Debarment, Suspension or Other Ineligibility. (Applicable to all agreements funded in part or whole with federal funds).

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility

33. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).

34. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____


Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor for Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY:  _____
Signature of Authorized Person

Print Name: Michael Ang

Print Title: CEO

Date: 7/1/2019

Exhibit A
Scope of Work and Detailed Schedule of Payment.

The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof.

Insert detailed Scope of Work & Payment Schedule



This agreement is entered into by and between Rancho Santiago Community College District, 2323 North Broadway, Santa Ana, CA 92706 and Jobelephant.com Inc., a California Corporation, a California corporation with its principal place of business at 5443 Fremontia Lane, San Diego, CA 92115 (Jobelephant).

Scope

Recruitment Advertising Services

Description

Jobelephant will provide recruitment advertising services, which includes preparing ads and electronic submittals for large newspapers and website, local newspapers and niche and free websites. There is no charge for this service. Jobelephant earns a commission from the publisher.

Unless otherwise expressly provided in this Agreement, all services provided by Jobelephant shall be in accordance with and subject to the following terms and conditions. By execution of this Agreement Jobelephant agrees to create and place job advertisements at the direction of Rancho Santiago Community College District, receive and compile multiple invoices into cumulative weekly invoices, assist Rancho Santiago Community College District in negotiating rates with major advertising vendors (i.e. newspapers, internet job boards, and trade journals).

Term

The term of this agreement shall commence July 1, 2019 through June 30, 2020.

Performance

1. Creating job advertisements (ads/postings). Jobelephant will design print and/or online job ads at the direction of Rancho Santiago Community College District in accordance with the templates and guidance previously by Rancho Santiago Community College District's Human Resources & Marketing departments. The ads, including art work and text, will be reviewed and approved in writing by a Rancho Santiago Community College District recruiter or Human Resources representative before they are placed in any publication. Jobelephant will not place any ads for publication without approval.
2. The cost for such ads will be that 3rd party publishers would normally charge if Rancho Santiago Community College District was dealing with them directly. (Rancho Santiago Community College District's earned/contract rate).
3. At no cost to Rancho Santiago Community College District, Jobelephant will place ads in specific publications directed by Rancho Santiago Community College District, or Rancho Santiago Community College District will select from a group of publications offered by Jobelephant when Jobelephant is the agency of record and receives billing from the 3rd party publisher.
4. At no cost to Rancho Santiago Community College District, Jobelephant will collect the invoices from the publications in which it placed Rancho Santiago Community College District ads and will combine them into consolidated invoices on a weekly basis.



5. At no cost to Rancho Santiago Community College District, Jobelephant will participate in, and advise Rancho Santiago Community College District on negotiations with all recruitment advertising media such as newspapers, trade journals and online job boards. Rancho Santiago Community College District, the advertising media, and Jobelephant will sign the negotiated contract and invoices will go to Jobelephant for processing into the consolidated invoices to be delivered to Rancho Santiago Community College District.

Payment

Rancho Santiago Community College District will pay all consolidated Jobelephant invoices on terms of Net 30 days.

Non-disclosure

During the performance of this Agreement certain job description information may be disclosed by Rancho Santiago Community College District to Jobelephant and will be deemed proprietary if marked with a conspicuous legend identifying it as proprietary or confidential information (“Confidential Information”) or if otherwise specified to be proprietary or confidential by Rancho Santiago Community College District. Jobelephant will use not less than the same efforts to prevent the disclosure of Confidential Information received hereunder as is used to protect its own Confidential Information, in no event, however, will less than a reasonable degree of care be used.

Warranties

Jobelephant warrants that the ads placed in publications for Rancho Santiago Community College District within publisher’s deadlines will be exactly the same as the ads approved in writing by Human Resources. If it is determined that the approved ad changed between Rancho Santiago Community College District and the publication - either in art work or text - Jobelephant will credit Rancho Santiago Community College District for any costs billed for that ad.

Jobelephant warrants that the amounts invoiced to Rancho Santiago Community College District are the exact and true amounts invoiced by the 3rd party publication. Any charges from Jobelephant itself will be listed separately and distinctly on the consolidated invoice.

IN WITNESS WHEREOF, the parties set their hands and seals as follows:

Jobelephant.com Inc.

Name

Signature

Title

Date

Rancho Santiago Community College District

Tracie Green

Name

Signature

Vice Chancellor of Human Resources

Title

Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources

To:	Board of Trustees	Date: July 15, 2019
Re:	Approval of Professional Services Agreement with Shaw HR Consulting, Inc.	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District has a responsibility to support compliance with Title I of the Americans with Disabilities (ADA) and the California Fair Employment and Housing Act (FEHA). Over the last few years, Human Resources have experienced an increase in the number of disability accommodation requests by our employees. While many of these requests are temporary in nature and can be dealt with temporary restrictions in the workplace, some of the accommodation requests are more complex and require comprehensive and practical solutions.

ANALYSIS

Shaw HR Consulting, Inc. is recognized as a statewide leader in helping public sector employers manage their most challenging personnel issues, particularly when it comes to disability compliance obligations. Shaw HR Consulting, Inc. provides advice and practical assistance with managing the disability interactive process including developing essential function job analysis and facilitating the good faith interactive process meeting.

The district has made the decision to limit the use of independent contractor agreements and instead engage consultants using a professional services agreement. The attached professional services agreement replaces the independent contractor agreement covering the timeframe of July 1, 2019 to June 30, 2021 that was previously approved by the trustees at the June 17, 2019 meeting.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Professional Services Agreement with Shaw HR Consulting, Inc. as presented.

Fiscal Impact: Based on Utilization	Board Date: July 15, 2019
Prepared by: Alistair Winter, Assistant Vice Chancellor, Human Resources	
Submitted by: Tracie Green, Vice Chancellor, Human Resources	
Recommended by: Marvin Martinez, Chancellor	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706 and Shaw HR Consulting, Inc., having its principal business address located at 107 N. Reino Road, # 414, Newbury Park, California 91320, hereinafter called (“Contractor”).

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

District and Contractor are also referred to collectively as the “Parties” and individually as “Party.”

WHEREAS, District is authorized to contract with persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, administrative, or other related matters; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor represents that it is specially trained, experienced, properly certified/licensed and competent to perform the services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of the Recitals and mutual covenants provided in this Contract, District and Contractor agree as follows:

Terms and Conditions

1. **Contractor Scope of Work.** Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. **Term.** The term of this Agreement shall commence upon the execution of this agreement by both parties or on July 16, 2019, whichever is later, and shall continue in full force and effect thereafter until and including June 30, 2021 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. **Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by

- giving a written notice of termination.
- D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for bankruptcy Termination.
 - E. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages
 - F. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
 - G. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.
4. Payment.
- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed \$150 per hour. Additional details are specified in **Exhibit A**.
 - B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
 - C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
 - D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
 - E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One

Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

5. Independent Contractor. By its signature on this Contract, Contractor acknowledges and agrees that the Services to be performed under this Contract are those of an independent contractor, and that Contractor is solely responsible for the Services and any other work performed as a result of this Contract. Contractor represents and warrants that Contractor, its subcontractors, and their employees, and agents are not officers, agents, or employees of District. Contractor acknowledges and agrees any personnel performing the Services under this Contract shall at all times be under Contractor's exclusive direction and control, and that Contractor is solely responsible for payment of all compensation, wages, salaries, benefits, and other amounts due to such personnel. Contractor further acknowledges and agrees that Contractor shall be solely responsible for all federal, state, and local taxes and any and all fees applicable to any Services performed under this Contract, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

6. Use of Subcontractors. Contractor shall not delegate, by contract, agreement or otherwise, any services or tasks required under this Contract to any other person or entity without the express written permission of District by executed addendum. Consent to any subcontract may be withheld by District at its sole and unrestricted discretion. District shall not be obligated to pay for any services or work performed by an unauthorized person or entity. Contractor shall at all times during the term of this agreement remain fully and independently responsible and liable to District for the full and complete performance of the terms and conditions of this Contract. Contractor shall be responsible for ensuring that all subcontractors independently satisfy all of the requirements of Contractor under this Contract, including but not limited to the insurance and indemnification provisions of this Contract, unless otherwise agreed in writing by the District. Prior to performance of Services by any subcontractor, the subcontractor shall provide District with evidence of all insurance, certificates, forms, and licenses required by this Contract.

7. Trademark/Logo Use. Contractor must obtain written approval from the District to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, the District will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

8. Indemnification/Hold Harmless.

- a. Contractor shall defend, indemnify and hold District, its officials, trustees, officers, agents, employees, volunteers, and representatives ("Indemnitees") free and harmless from any and all claims, demands, negligence causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, to property or persons, including wrongful death, (collectively

“Loss”) to the extent arising out of or incident to: 1) Contractor or any subcontractor’s failure to fully comply with or breach of any of the terms and conditions of this Contract, or 2) any acts, omissions, negligence or willful misconduct of Contractor, any subcontractor, and their officials, officers, employees, and agents arising out of or in connection with the performance of Services or otherwise arising from this Contract (“Indemnification”), unless the claim, demand liability, judgment, award, interest, attorneys’ fee, cost or expense is caused by the gross negligence or willful misconduct of the DISTRICT, its officers, employees, agents, or assigns.

- b. Contractor’s defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnitees, and the defense shall be paid at Contractor’s own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnitees, notwithstanding whether liability is, can be or has yet been established.

9. Insurance Requirements. Contractor (and all subcontractors) agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverage from an admitted carrier in the State of California with an AM Best Rating of A-VII or higher:

- a. Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) aggregate and must include coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent contractor’s liability, written on an "occurrence" form;
- b. Business Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000). (Business Auto Liability is required when a vendor is operating a vehicle on District premises for other than commute purposes or the vehicle is an integral part of their services).
- c. Workers' Compensation insurance. This coverage is required unless Contractor provides written verification it has no employees. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Contractor must also maintain Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. as required by statutory insurance requirement of the State of California;

Other Insurance Requirements

- Contractor agrees to name District, District’s Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.
- Contractor’s Insurance to be Primary. Any insurance or self-insurance maintained by the District, its board of trustees, officials, employees, volunteers, and agents shall be excess of the Contractor’s insurance and shall not contribute with it.
- Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. All certificates must be delivered before Work is to commence. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them.
- Waiver of Subrogation. Contractor hereby grants to District, its board of trustees, employees,

volunteers, and agents a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.

- An Umbrella Liability policy (or Excess Liability) may be used to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits to meet District's minimum coverage requirements provided all requirements set forth herein are fully satisfied with respect to such policy.
- If Contractor maintains broader coverage and/or higher limits than the minimums required herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

10. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

11. Compliance with Applicable Laws. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

12. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Work pursuant to this Agreement.

13. Professional Practices. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

14. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

15. Entire Agreement/Amendment. When signed by both Parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the Parties, their agents, and representatives. There

are no representations, promises, terms, conditions, or obligations other than those contained herein.

16. Non-Discrimination. Contractor represents that it is an equal opportunity employer and acknowledges that it shall not subject any person to unlawful discrimination based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, or political affiliation in programs, activities, services, benefits, or employment in connection with this Contract. Contractor agrees not to discriminate on any of these bases in its employment or personnel policies, including but not limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

17. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

18. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

District: Rancho Santiago Community College District
Attn: Peter J. Hardash, VC of Business/Fiscal Operations
2323 N. Broadway
Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)
Tracie Green
Vice Chancellor, Human Resources
2323 N Broadway
Santa Ana, CA 92706

Contractor: Shaw HR Consulting, Inc
107 N. Reino Road, # 414
Newbury Park, CA 91320

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

19. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

20. Exhibits. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.

21. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this

Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

22. Conflict of Interest. Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.

23. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.

24. Time is of the Essence. Time is of the essence and Contractor shall perform the services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.

25. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless District from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

26. Force Majeure. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.

27. Failure to Perform. As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both Parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.

28. Dispute Resolution.

Negotiation. Any dispute that Contractor may have regarding the performance of this Contract, including, but not limited to, claims for additional compensation, shall be submitted to District within 30 days of its occurrence. District and Contractor shall attempt to negotiate a resolution of such dispute and process an amendment to this Contract to implement the terms of such resolution.

Mediation. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be resolved through direct discussions, the Parties agree to first endeavor to resolve the dispute in an amicable manner by non-binding mediation under the applicable rules of the Judicial Arbitration and Mediation Service (JAMS), or other similar organization mutually selected by the Parties. If any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, remains

after mediation, the matter shall be determined in a court of law of proper jurisdiction in the District's place of venue.

If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal quota of the expenses of the mediator.

A party that refuses to participate in mediation or refuses to participate in the selection of a mediator cannot file a legal action. The non-refusing party shall be permitted to file a legal action immediately upon the other party's refusal to participate in mediation or the selection of a mediator.

29. Amendments. This Agreement may be amended only by written instrument signed by both District and Contractor which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.

30. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

31. Certification Regarding Debarment, Suspension or Other Ineligibility. (Applicable to all agreements funded in part or whole with federal funds).

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility

33. Gift Ban Policy. The District has a Gift Ban Policy (BP 3821) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's website.

34. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____

Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor for Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: Rachel Shaw
Signature of Authorized Person

Print Name: Rachel Shaw

Print Title: President

Date: 6/27/19

Exhibit A

Scope of Work and Detailed Schedule of Payment.

The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof.

Provide disability interactive process professional services, development of Essential Functions Job Analyses and generalized human resources consulting and training.

All consulting, case management services and travel time are billed at the rate extended to ASCIP clients of \$150.00 per hour, (rate guaranteed through 2020) with drive time billed at \$125.00 per hour for actual drive time and mileage billed at the current IRS tax rate per mile. Services are billed by the tenth of the hour for work competed.

Customized trainings, workshops, expert witness, litigation consultations and program development services are billed by the day or project agreement. Proposals for specific work are available on request.

Payment method shall be made as invoiced upon completion of milestone/assignment or every 30 days, whichever comes first.

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

BOARD MEMBERS (to be approved)

COMMUNITY COLLEGE LEAGUE OF CALIFORNIA 1 Board Member
STUDENT TRUSTEE WORKSHOP (Theodore D. Moreno)
San Diego, California – August 16-18, 2019

ASSOCIATION OF COMMUNITY COLLEGE TRUSTEES 1 Board Member
LEADERSHIP CONGRESS (Nelida Mendoza)
San Francisco, California – October 16-20, 2019

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Board of Trustees

To:	Board of Trustees	Date:	July 15, 2019
Re:	Nomination of Zeke Hernandez to Association of Community College Trustees (ACCT) Diversity, Equity, & Inclusion Committee		
Action:	Request for Action		

BACKGROUND

The Association of Community College Trustees is seeking volunteer members for specific committees. Zeke Hernandez is interested in serving on the ACCT Diversity, Equity, & Inclusion Committee for the 2020-2022 calendar years.

ANALYSIS

ACCT is soliciting letters of nomination for committee membership. Trustee Hernandez is interested in serving on the ACCT Diversity, Equity, & Inclusion Committee and is requesting a letter of nomination from the RSCCD board.

RECOMMENDATION

It is requested that the board approve a letter of nomination for Trustee Hernandez to serve on ACCT's Diversity, Equity, & Inclusion Committee during the 2020-2022 calendar years.

Fiscal Impact: Approximately	Board Date: July 15, 2019
Prepared by: Anita Lucarelli, Executive Assistant to the Board	
Submitted by: Anita Lucarelli, Executive Assistant to the Board	
Recommended by: Zeke Hernandez, Clerk, Board of Trustees	



Building the future through quality education

2323 North Broadway • Santa Ana, CA 92706 -1640 • (714) 480-7300 • www.rsccd.edu

Santa Ana College • Santiago Canyon College

July 16, 2019

Association of Community College Trustees

President

1101 17th Street NW #300

Washington, D.C. 20036

Email: nominations@acct.org

Dear ACCT President,

The Board of Trustees of the Rancho Santiago Community College District (RSCCD) nominates Trustee Zeke Hernandez to serve on the Association of Community College Trustees (ACCT) Diversity, Equity, & Inclusion Committee during the 2020-2022 calendar years.

Mr. Hernandez is an active member on the RSCCD Board. He has gained experience by serving as a member of the RSCCD Board Facilities Committee, Board Fiscal/Audit Committee, Board Policy Committee, and as chairperson of the Board Legislative Committee. Mr. Hernandez has attended regional and statewide conferences which has allowed him to meet leaders from community colleges statewide. He has also attended national conferences in Washington, D.C.

The RSCCD Board of Trustees agrees to financially support Mr. Hernandez as he serves on the ACCT Board and Diversity, Equity, & Inclusion Committee which will enable him to attend committee meetings held in conjunction with the ACCT Annual Leadership Congress and Community College National Legislative Summit.

If I can provide additional information, please contact me at (714) 480-7452.

Sincerely,

Phillip E. Yarbrough

President

Board of Trustees

/al

BOARD OF TRUSTEES:

Claudia C. Alvarez • Arianna P. Barrios • John R. Hanna • Zeke Hernandez • Lawrence R. "Larry" Labrado • Nelida Mendoza Yanez • Phillip E. Yarbrough

CHANCELLOR:

Marvin Martinez