

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)
Board of Trustees (Regular meeting)
Monday, July 13, 2020
2323 North Broadway via Zoom
Santa Ana, CA 92706

Pursuant to Governor Newsom’s Executive Order N-29-20, dated March 17, 2020, members of the Board of Trustees of the Rancho Santiago Community College District, staff, and the public will participate in the July 13, 2020 meeting via a teleconference. No in-person attendance will be accommodated or permitted. To avoid exposure to COVID-19 this meeting will be held via teleconference by calling **(669) 900-6833, 560964295# (please use *9 to raise your hand using your phone if you’d like to speak during public comments) or by using this link: <https://cccconfer.zoom.us/j/560964295>**. Additionally, you may submit your comments electronically by emailing lucarelli_anita@rsccd.edu.

Should you wish to participate in **public comments** or request to “speak” to an agenda item, you may speak when authorized by the Board President of the meeting or submit your comments electronically by emailing lucarelli_anita@rsccd.edu. Submissions by email must be received prior to the posted start time of the meeting. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF JULY 13, 2020**. Please indicate if you are addressing a specific agenda item or are making a “Public Comment.” Each speaker may speak for 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. If a **translator** for the speaker is needed, please contact the executive assistant to the board of trustees at lucarelli_anita@rsccd.edu or leave a message at 714-480-7452, on the Friday prior to the meeting so appropriate accommodations may be made.

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 Public Comment

Should you wish to participate in **public comments** or request to “speak” to an agenda item, you may speak when authorized by the Board President of the meeting or submit your comments electronically by emailing lucarelli_anita@rsccd.edu. Submissions by email must be received prior to the posted start time of the meeting. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF JULY 13, 2020**. Please indicate if you are addressing a specific agenda item or are making a “Public Comment.” Each speaker may speak for 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. If a **translator** for the speaker is needed, please contact the executive assistant to the board of trustees at lucarelli_anita@rsccd.edu or leave a message at 714-480-7452, on the Friday prior to the meeting so appropriate accommodations may be made.

1.5 Approval of Minutes – Regular meeting of June 15, 2020 Action

1.6 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.

1.7 Presentation on Conflict of Interest (Board Policy [BP] 2710) and Gift Ban Policy (BP 3821)

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

2.2 Reports from College Presidents

2.3 Report from Student Trustee

2.4 Reports from Student Presidents

2.5 Report from Classified Representative

2.6 Reports from Academic Senate Presidents

2.7 Report from Board President

2.8 Reports from Board Committee Chairpersons and Representatives of the Board

- Board Facilities Committee
- Orange County Community Colleges Legislative Task Force
- Board Ad Hoc Committee for Discussion and Timing of Reentry Plans According to the Governor’s Guidelines

3.0 INSTRUCTION

- *3.1 Approval of Training Agreement Renewal between Rancho Santiago Community College District and Central Net Operations Authority Action
The administration recommends approval of the training agreement renewal between RSCCD and Central Net Operations Authority located in Huntington Beach, California, as presented.
- *3.2 Approval of Quick Caption Service Agreement Renewal between Rancho Santiago Community College District and Quick Caption Action
The administration recommends approval of the service agreement renewal between RSCCD and Quick Caption located in Riverside, California, as presented.
- *3.3 Approval of Rancho Santiago Community College District Professional Services Agreement with PGINET Consulting Action
The administration recommends approval of the new RSCCD professional services agreement with PGINET Consulting located in Fullerton, California, as presented.
- *3.4 Approval of Rancho Santiago Community College District Professional Services Agreement with Interact Communications Action
The administration recommends approval of the RSCCD professional services agreement with Interact Communications, located in Oceanside, California, as presented.
- *3.5 Approval of Rancho Santiago Community College District Professional Services Agreement with Twenty Fifth Hour Communications Action
The administration recommends approval of the RSCCD professional services agreement with Twenty Fifth Hour Communications located in Paso Robles, California, as presented.
- *3.6 Approval of First Amendment to Affiliation Agreement with AHMC Anaheim Regional Medical Center LP, doing business as AHMC Anaheim Regional Medical Center Action
The administration recommends approval of the first amendment to the affiliation agreement with AHMC Anaheim Regional Medical Center LP, doing business as AHMC Anaheim Regional Medical Center located in Anaheim, California, as presented.
- *3.7 Approval of Proposed Revisions for 2020-2021 Santa Ana College (SAC) Catalog Addendum Action
The administration recommends approval of the proposed revisions for the 2020-2021 Santa Ana College catalog addendum, as presented.

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

- *3.8 Approval of Santa Ana College Community Services Program for Fall 2020 Action
The administration recommends approval of the SAC Community Services Program for Fall 2020 as presented.

- *3.9 Approval of Santiago Canyon College (SCC) Community Services Program for Fall 2020 Action
The administration recommends approval of the SCC Community Services Program for Fall 2020 as presented.

- *3.10 Approval of Five Year Clinical Affiliation Agreement with New Orange Hills Action
The administration recommends approval of the five year clinical affiliation agreement with New Orange Hills for the period of July 14, 2020, through June 30, 2025, as presented.

- *3.11 Approval of Two-Year Memorandum of Understanding (MOU) with Orange County Probation Department to Provide Vocational and Educational Programs for Youth Action
The administration recommends approval of two-year MOU with the Orange County Probation Department to provide vocational and educational programs as presented.

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

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

- *4.2 Approval of Budget Increases/Decreases and Budget Transfers, and Intrafund and Interfund Transfers Action
The administration recommends approval of budget increases, decreases and transfers, and intrafund and interfund transfers from June 3, 2020, to June 26, 2020.

- 4.3 Adoption of Resolution No. 20-13 Authorizing the Issuance of RSCCD General Obligation Refunding Bonds 2020 Series A-1, Adoption of Resolution No. 20-14 Authorizing the Issuance of SFID No. 1 of RSCCD General Obligation Refunding Bonds 2020 Series A-2 and Approval of Investment Banking Agreements; Preliminary Official Statements; Purchase Contracts and Escrow Agreements Action
The administration recommends adoption of Resolution No. 20-13 authorizing the issuance of the RSCCD (Orange County, California) General Obligation Refunding Bonds 2020 Series A-1 (Federally taxable), not to exceed \$95 million; adoption of Resolution No. 20-14 authorizing the issuance of the SAC Improvement District No. 1 of RSCCD (Orange County, California) General Obligation Refunding Bonds 2020 Series A-2

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

- 4.3 Adoption of Resolution No. 20-13 Authorizing the Issuance of RSCCD General Obligation Refunding Bonds 2020 Series A-1, Adoption of Resolution No. 20-14 Authorizing the Issuance of SFID No. 1 of RSCCD General Obligation Refunding Bonds 2020 Series A-2 and Approval of Investment Banking Agreements; Preliminary Official Statements; Purchase Contracts and Escrow Agreements (cont.) Action
(Federally taxable), not to exceed \$60 million and approval of the Investment Banking Agreements; Preliminary Official Statements; Purchase Contracts and Escrow Agreements. It is further recommended that the Board authorize the Vice Chancellor Business Operations/Fiscal Services to sign all required documents on behalf of the District as presented.
- *4.4 Approval of Professional Services Agreement with Cambridge West Partnership, LLC (Student Centered Funding Formula [SCFF] & Budget) Action
The administration recommends approval of the professional services agreement with Cambridge West Partnership, LLC for assistance with the SCFF and budget allocation model as presented.
- *4.5 Approval of Professional Services Agreement with Fieldman, Rolapp & Associates, Inc. for Transactional Municipal Advisory Services Action
The administration recommends approval of the professional services agreement with Fieldman, Rolapp & Associates, Inc. for transactional municipal advisory services as presented.
- *4.6 Approval of Agreement with BankMobile Technologies, Inc. Action
The administration recommends approval of the agreement with BankMobile Technologies, Inc. as presented.
- *4.7 Approval of Amendment to Agreement with Morrissey Associates, Inc. for Professional Design Services for Americans with Disabilities Act (ADA) Upgrades to District Office Action
The administration recommends approval of the amendment to the agreement with Morrissey Associates, Inc. for professional design services for ADA upgrades to the District Office as presented.
- *4.8 Approval of Three-Year Agreement with Ellucian, Inc. for Professional Services Action
The administration recommends approval of the three-year agreement with Ellucian, Inc. for professional services as presented.
- *4.9 Approval of Agreement with VPLS, Inc. for Professional Services Action
The administration recommends approval of the agreement with VPLS, Inc. for professional services as presented.

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

- *4.10 Approval of Professional Services Agreement with Cambridge West Partnership, LLC (Purchasing Services) Action
The administration recommends approval of the professional services agreement with Cambridge West Partnership, LLC (CWP) to assist the Purchasing Services department as presented.
- 4.11 Adoption of Resolution No. 20-09 to Approve Contracts for Procurement of Microscopes, Specialized Engineering Equipment and Related Equipment and Services Action
The administration recommends adoption of Resolution No. 20-09 to approve contracts for procurement of microscopes, specialized engineering equipment and related equipment and services without competitive bidding as presented.
- *4.12 Approval of Purchase Orders Action
The administration recommends approval of the purchase order listing for the period May 24, 2020, through June 20, 2020.

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:
- | | |
|--|-------------|
| - California Adult Education Program (SAC & SCC) | \$2,841,435 |
| - Saint Joseph Hospital On-Site Associate Degree Nursing Program (SAC) | \$ 145,255 |
- *5.2 Approval of Sub-Agreement between RSCCD and Coronado Unified School District Selected to Host Strong Workforce Program K12 Pathway Coordinator 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.
- *5.3 Approval of Correction to Sub-Agreement between RSCCD and Foundation for Grossmont and Cuyamaca Colleges to Award Strong Workforce Program K14 Technical Assistance Provider Grant Action
The administration recommends approval of the correction 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.

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

- *5.4 Adoption of Resolution N. 20-11 for California Department of Education for California State Preschool Program (Contract #CSPP-0363) Action
The administration recommends adoption of the resolution with the California Department of Education and authorization be given to the Chancellor or his designees to sign and enter into a related contractual agreement on behalf of the district.
- *5.5 Adoption of Resolution N. 20-12 for California Department of Education for General Child Care and Development Program (Contract #CCTR-0164) Action
The administration recommends adoption of the resolution with the California Department of Education and authorization be given to the Chancellor or his designees to sign and enter into a related contractual agreement on behalf of the district.
- *5.6 Approval of Sub-Agreement between RSCCD and El Camino Community College District to Provide Training Funded by California Employment Training Panel (ETP) 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 Approval of Amendment to Agreement with Salytics Action
The administration recommends approval of the amendment to the 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.
- *5.8 Approval of Professional Services Agreement with Telos Educational Services Action
The administration recommends approval of the services 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.
- *5.9 Approval of Auxiliary Organizations in Good Standing - Administrative Regulation/Board Policy 3600 Action
The administration recommends approval of the list of auxiliary organizations in good standing as presented.
- 5.10 Approval of Return to Work Action Plan Action
The administration recommends approval of the Return to Work Action Plan as presented.
- 5.11 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. Management Staff
 - d. Classified Staff
 - e. Student Workers
 - f. Volunteers
 - g. Educational Administrator Appointments
 - (1) Interim SCC President
2. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])
3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Marvin Martinez, Chancellor
 - a. Supplemental Retirement Program, all employees represented and unrepresented

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

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6.0 HUMAN RESOURCES

- | | |
|---|-----------------------------|
| <p>6.1 <u>Management/Academic Personnel</u></p> <ul style="list-style-type: none">• Approval of New Job Descriptions• Approval of Appointment of Interim President of Santiago Canyon College• Approval of Interim Assignments• Approval of Administrators on Special Assignment/Pilot Program• Ratification of Resignations/Retirements• Approval of 2020-2021 Faculty Association of RSCCD (FARSCCD) 175 Day/10 Month Contract Step Increases | <p><u>Action</u></p> |
|---|-----------------------------|

6.1 Management/Academic Personnel (cont.)

- Approval of 2020-2021 FARSCCD Contract Athletic Coach Stipends
- Approval of 2020-2021 FARSCCD Contract Coordinator Stipends
- Approval of 2020-2021 FARSCCD Contract Extension Days
- Approval of 2019-2020 Contract Extensions
- Approval of 2020-2021 California School Employees Association (CSEA) 888 Contract Teacher Stipends
- Approval of Changes of Classification/CSEA 888
- Approval of 2020-2021 Banked Leaves of Absence
- Approval of Part-time/Hourly New Hires/Rehires
- Approval of Non-paid Instructors of Record

6.2 Classified Personnel

Action

- Approval of New Appointments
- Approval of Professional Growth Increments
- Approval of Out of Class Assignments
- Approval of Changes in Position/Location
- Approval of Changes in Salary Placement
- Approval of Leaves of Absence
- Approval of Changes in Position
- Ratification of Resignations/Retirements
- Approval of Short Term Assignments
- Approval of Additional Hours for Ongoing Assignments
- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Volunteers
- Approval of Student Assistant Lists

6.3 Approval of Professional Services Agreement with Solomon Law APC for Investigative Services

Action

It is recommended the board approve the professional services agreement with Solomon Law APC for investigative services as presented.

6.4 Adoption of Resolution No. 20-15 for Adoption of Public Agency Retirement Services (PARS) Retirement Plan

Action

It is recommended that the board adopt Resolution No. 20-15.

6.5 Approval of Agreement for Administrative Services with Phase II Systems Corporation dba Public Agency Retirement Services

Action

It is recommended the board approve the administrative services agreement and authorization be given to the Vice Chancellor, Business Operations/ Fiscal Services or his designee to sign and enter into the agreement on behalf of the district.

6.6 Authorization for Board Travel/Conferences

Action

It is recommended that the board authorize the submitted conference and travel by board members.

7.0 **ADJOURNMENT** - The next regular meeting of the Board of Trustees will be held on August 10, 2020.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)

**2323 North Broadway
Santa Ana, CA 92706**

**Board of Trustees
(Regular meeting)**

Monday, June 15, 2020

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The Zoom meeting was called to order at 4:34 p.m. by Ms. Claudia Alvarez via video/teleconference. Other members present were Ms. Arianna Barrios, Mr. John Hanna, Mr. Zeke Hernandez, Mr. Larry Labrado, Mr. Phillip Yarbrough, and Mr. Mariano Cuellar via video/teleconference (Zoom) pursuant to Governor Newsom's Executive Order N-29-20.

Administrators present during the regular meeting via video/teleconference (Zoom) were Ms. Tracie Green, Mr. Peter Hardash, Dr. John Hernandez, Dr. Jeffrey Lamb, Mr. Marvin Martinez, and Mr. Enrique Perez. Ms. Anita Lucarelli was present via video/teleconference (Zoom) as record keeper.

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Ms. Monica Renteria, Student President, Santa Ana College.

1.3 Administration of Oath of Allegiance to Mariano A. Cuellar, 2020-2021 Student Trustee

Ms. Alvarez administered the Oath of Allegiance to Mr. Mariano A. Cuellar. The board welcomed him as the 2020-2021 student trustee.

1.4 Approval of Additions or Corrections to Agenda

There were no additions or corrections to the agenda.

1.5 Public Comment

Notice of a public comment was submitted prior to the meeting to Ms. Lucarelli by Mr. Henry Gardner on behalf of the Santiago Canyon College (SCC) Associated Student Government (ASG) and Ms. Monica Renteria on behalf of the Santa Ana College (SAC) ASG who requested that the board hold a moment of silence for George Floyd for a total of 8 minutes and 46 seconds to bring awareness to recent events surrounding Mr. Floyd's death and the impacts on RSCCD black student's

1.5 Public Comment (cont.)

lives that systemic discrimination brings. The board acknowledged Mr. Gardner's and Ms. Renteria's request and held a moment of silence for 8 minutes and 46 seconds.

Notice of a public comment was submitted prior to the meeting to Ms. Lucarelli by Mr. Kelvin Leeds who requested the board adopt a policy or resolution using Centers for Disease Control and Prevention (CDC) guidelines for RSCCD staff to wear face masks to reduce the spread of COVID-19.

1.6 Approval of Minutes

It was moved by Mr. Yarbrough and seconded by Mr. Hernandez to approve the minutes of the regular meeting held May 26, 2020. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Cuellar's advisory vote was aye.

1.7 Approval of Consent Calendar

It was moved by Ms. Barrios and seconded by Mr. Labrado 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 4.10 (Amended Apprenticeship Cost Agreements) removed from the Consent Calendar by Mr. Hanna. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Cuellar's advisory vote was aye.

4.1 Approval of Facilities Use Agreement with Garden Grove Unified School District (GGUSD), on behalf of Lincoln Education Center

The board approved the facilities use agreement with GGUSD, on behalf of Lincoln Education Center, located in Garden Grove, California, as presented.

4.2 Approval of Second Amendment to Rancho Santiago Community College District Professional Services Agreement with LeeAnn Stone

The board approved the second amendment to the RSCCD professional services agreement with LeeAnn Stone, located in Santa Ana, California, as presented.

4.3 Approval of Rancho Santiago Community College District to Purchase Hybrid Vehicle Demonstrator Trainers from Klein Educational Systems Under Bid Limit

The board approved the RSCCD to purchase hybrid vehicle demonstrator trainers from Klein Educational Systems under bid limit, as presented.

4.4 Approval of Proposed Revisions for the 2021–2022 Santa Ana College (SAC) Catalog

The board approved the proposed revisions for the 2021–2022 SAC catalog.

1.7 Approval of Consent Calendar (cont.)

4.5 Approval of Proposed Revisions for the 2020-2021 Santiago Canyon College Catalog and/or 2020–2021 Catalog Addendum

The board approved the proposed revisions for the 2020-2021 SCC catalog and/or 2020–2021 college catalog addendum as presented.

4.6 Approval of Amendment to the 2019-2020 Instructional Service Agreement with Santa Ana Beauty Academy to Operate Santiago Canyon College Cosmetology Program

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

4.7 Approval of 2020-2021 Instructional Service Agreement Renewal with Santa Ana Beauty Academy

The board approved the 2020-2021 instructional service agreement renewal with Santa Ana Beauty Academy as presented.

4.8 Approval of Agreement for Third Party Education Program with California Association of Code Enforcement Officers (CACEO)

The board approved the agreement for third party education program with CACEO as presented.

4.9 Approval of Agreement with Pacific Clinics' Recovery Education Institute

The board approved the agreement with Pacific Clinics' Recovery Education Institute located in Orange, California.

4.11 Approval of California/Nevada Training Trust Master Cost Agreement

The board approved the California/Nevada Training Trust master cost agreement as presented.

4.12 Approval of JTS Services Master Cost Agreement

The board approved the JTS Services master cost agreement as presented.

4.13 Approval of Metropolitan Water District of Southern California Master Cost Agreement

The board approved the Metropolitan Water District of Southern California master cost agreement as presented.

4.14 Approval of Operating Engineers Training Trust JATC Master Cost Agreement

The board approved the Operating Engineers Training Trust JATC master cost agreement as presented.

4.15 Approval of Orange County Electrical Training Trust Master Cost Agreement

The board approved the Orange County Electrical Training Trust master cost agreement as presented.

1.7 Approval of Consent Calendar (cont.)

4.16 Approval of Southern California Surveyors Master Cost Agreement

The board approved the Southern California Surveyors master cost agreement as presented.

4.18 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 as presented.

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

The board approved the MOU renewal for bridge program with OUSD as presented.

4.20 Approval of Consulting Agreement Renewal with Orange Unified School District

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

4.21 Approval of Designated Representative to Serve as Official RSCCD Representative on Rancho Santiago Adult Education Consortium for 2020-2021 Fiscal Year

The board approved Eden Quimzon as the designated representative to serve as the official RSCCD representative on the Rancho Santiago Adult Education Consortium for the 2020-2021 fiscal year as presented.

4.22 Approval of Amended Professional Services Agreement with Substance Media, Inc. for the Santiago Canyon College Counseling Department

The board approved the professional services agreement with Substance Media, Inc. for the SCC Counseling Department as presented.

5.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

5.2 Approval of Budget Increases/Decreases and Budget Transfers

The board approved budget increases, decreases and transfers from May 13, 2020, to June 2, 2020.

5.4 Approval of Amendment No. 1 to Retainer Agreement with Public Agency Law Group

The board approved authorizing the Vice Chancellor of Business Operations/ Fiscal Services or his designee to renew the proposed Amendment No. 1 to the Retainer Agreement with Public Agency Law Group as presented.

1.7 Approval of Consent Calendar (cont.)

5.5 Approval of Renewal of Engagement with Nixon Peabody LLP for Bond Counsel

The board approved authorizing the Vice Chancellor of Business Operations/ Fiscal Services or his designee to renew the proposed agreement with Nixon Peabody LLP for Bond Counsel as presented.

5.6 Approval of Legal Services Agreement with Orbach Huff Suarez + Henderson, LLP

The board approved authorizing the Vice Chancellor of Business Operations/ Fiscal Services or his designee to renew the proposed agreement between RSCCD and Orbach Huff Suarez + Henderson, LLP as presented.

5.7 Approval of Legal Services Agreement with Bergman Dacey Goldsmith, PLC

The board approved authorizing the Vice Chancellor of Business Operations /Fiscal Services or his designee to renew the proposed agreement between RSCCD and Bergman Dacey Goldsmith, PLC as presented.

5.8 Approval of Legal Services Agreement with Atkinson, Andelson, Loya, Rudd & Romo

The board approved authorizing the Vice Chancellor of Business Operations/ Fiscal Services or his designee to renew the proposed agreement between RSCCD and Atkinson, Andelson, Loya, Rudd & Romo as presented.

5.9 Approval of Lease between RSCCD and St. Peter Evangelical Lutheran Church

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

5.10 Approval of Settlement Agreement with Southwest Inspection & Testing for New Johnson Student Center Project at Santa Ana College

The board approved the settlement agreement with Southwest Inspection & Testing for the New Johnson Student Center Project at SAC as presented.

5.11 Approval of Five Year Construction Plan (2022-2026) and Initial Project Proposals (IPPs) for Santa Ana College and Santiago Canyon College

The board approved the Five Year Construction Plan (2022-2026) and IPPs for SAC and SCC as presented.

5.12 Approval of Five-Year Software Support Service Agreement with Ellucian, Inc.

The board approved the Five-Year software support service agreement with Ellucian, Inc. as presented.

1.7 Approval of Consent Calendar (cont.)

5.13 Approval of Amendment to Agreement with Ellucian, Inc. for Professional Services

The board approved the amendment to the agreement with Ellucian, Inc. for professional services as presented.

5.15 Approval of Foundation for California Community Colleges (FCCC) Contract with Hit Labs, Inc. - Master Agreement No. 00002934

The board approved the District's use of the FCCC contract with Hit Labs – Master Agreement No. 00002934 including renewals, future addendums, supplements and extensions as presented.

5.16 Approval of Foundation for California Community Colleges Contract with Konica Minolta Business Solutions, U.S.A., Inc. – Agreement No. 00003237

The board approved the District's use of the FCCC contract with Konica Minolta Business Solutions, U.S.A., Inc. – Agreement No. 00003237 including renewals, future addendums, supplements and extensions as presented.

5.17 Approval of 2020-2021 Contract Listing

The board approved the 2020-2021 contract listing as presented.

5.18 Approval of Purchase Orders

The board approved the purchase order listing for the period April 26, 2020, through May 23, 2020.

6.1 Approval of Sub-Agreement between RSCCD and Stephen A. Wright, LLC for Orange County Deputy Sector Navigator Information Communications Technology (ICT)/Digital Media Grant

The board approved the sub-agreement 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.

6.2 Approval of Professional Services Agreement with 25th Hour Communications for Marketing and Advertising Services

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

6.3 Approval of Agreement for General Counsel Services with AlvaradoSmith

The board authorized the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement between RSCCD and AlvaradoSmith as presented.

1.7 Approval of Consent Calendar (cont.)

6.4 Approval of Renewal of Contract with Townsend Public Affairs, Inc.
The board approved the contract for consulting Services with Townsend Public Affairs, Inc. as presented.

6.5 Approval of Legal Services Agreement with Liebert Cassidy Whitmore
The board authorized the Vice Chancellor of Human Resources or her designee to renew the proposed agreement between RSCCD and Liebert Cassidy Whitmore as presented.

6.6 Approval of Ground Lease with the City of Santa for Adult Education Center Located on Grounds of Centennial Park
The board authorized the Chancellor or his designee to sign on behalf of the District the proposed ground lease between RSCCD and the City of Santa Ana for the Adult Education Center located on the grounds of Centennial Park as presented.

1.8 Presentation on RSCCD Safety & Security/SAC Sheriff's Academy Training and Policies Regarding Use of Force, Cultural Sensitivity, and Mental Health

Chief Michael Toledo, Dr. Lamb, Mr. Brad Virgoe, and Dr. Timothy Winchell provided a presentation to the board on the RSCCD Safety & Security/SAC Sheriff's Academy training and policies regarding use of force, cultural sensitivity, and mental health. Board members received clarification on data related to the presentation from Chief Toledo, Dr. Lamb, Mr. Virgoe, and Dr. Winchell.

1.9 Public Hearing – 2020-2021 Tentative Budget

There were no public comments.

It was moved by Mr. Yarbrough and seconded by Mr. Hernandez to suspend the rules and consider Item 5.3 (2020-2021 Tentative Budget) at this time. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Cuellar's advisory vote was aye.

The board president asked Mr. Hardash to provide a presentation on the 2020-2021 Tentative Budget at this time (Item 3.8); therefore, Mr. Hardash provided a presentation to the board on the budget. Board members received clarification on data related to the presentation from Mr. Hardash.

5.3 Approval of 2020-2021 Tentative Budget

It was moved by Mr. Yarbrough and seconded by Mr. Hernandez to approve the 2020-2021 proposed Tentative Budget as presented. Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Cuellar's advisory vote was aye.

2.0 BOARD ORGANIZATION

2.1 Board Organization

- **Election of Board Officers (Vice President and Clerk) for the Remainder of 2020**

Since there is a vacancy in the Vice President and Board Clerk positions, the board held an election for the position of Vice President and Clerk.

Mr. Hanna nominated Mr. Yarbrough for the 2020 board vice president. Since there were no other nominations, the nomination to elect Mr. Yarbrough as vice president carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

Mr. Hanna nominated Ms. Barrios for the 2020 board clerk. Since there were no other nominations, the nomination to elect Ms. Barrios as clerk carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

3.0 INFORMATIONAL ITEMS AND ORAL REPORTS

3.1 Report from the Chancellor

Mr. Marvin Martinez, Chancellor, provided a report to the board.

3.2 Reports from College Presidents

The following college representatives provided reports to the board:

Dr. John Hernandez, President, Santiago Canyon College
Dr. Jeffrey Lamb, Vice 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 and at the May 11, 2020, board meeting Ms. Alvarez asked that the written reports provided by the college presidents be attached to the minutes.

3.3 Report from Student Trustee

Mr. Cuellar provided a report to the board.

3.4 Reports from Student Presidents

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

Mr. Henry Gardner, Student President, Santiago Canyon College
Ms. Monica Renteria, Student President, Santa Ana College

3.5 Report from Classified Representative

Ms. Sheryl Martin provided a report to the board on behalf of classified staff.

3.6 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

Mr. Michael De Carbo, Academic Senate President, Santiago Canyon College
Mr. Roy Shahbazian, Academic Senate President, Santa Ana College

3.7 Report from Board President

Ms. Alvarez provided a report to the board.

3.8 Informational Presentation on the Budget

Mr. Hardash provided a presentation to the board on the budget after Item 1.9 (Public Hearing – 2020-2021 Tentative Budget).

3.9 Reports from Board Committee Chairpersons and Representatives of the Board

Mr. Hanna provided a report on the June 8, 2020, Board Facilities Committee meeting.

Ms. Alvarez provided a report on the June 10, 2020, Board Safety & Security Committee meeting during Item 1.8 (RSCCD Safety & Security/SAC Sheriff's Academy presentation).

On behalf of Ms. Alvarez, Mr. Perez provided a report on the June 2, 2020, RSCCD Foundation meeting.

Ms. Alvarez provided a report on the June 4, 2020, Ad Hoc Board Committee for Discussion and Timing of Reentry Plans According to the Governor's Guidelines meeting. Mr. Martinez indicated workgroups were working on information regarding returning to the workplace and classroom.

4.0 INSTRUCTION

Items 4.1 through 4.9, 4.11, 4.12, 4.13, 4.14, 4.15, 4.16, 4.18, 4.19, 4.20, 4.21, and 4.22 were approved as part of Item 1.7 (Consent Calendar).

Mr. Hanna expressed his intention to abstain from the vote on Items 4.10 and 4.17 due to a potential conflict of interest and left the Zoom meeting at this time.

4.10 Approval of Amended Apprenticeship Cost Agreements

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to approve the amended apprenticeship cost agreements for 2019-2020. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough; and a vote of abstention from Mr. Hanna (that was noted before he left the Zoom meeting). Student Trustee Cuellar’s advisory vote was aye.

4.17 Approval of Southwest Carpenters Training Fund and Southwest Carpenter and Affiliated Trades Joint Apprenticeship and Training Committee Master Cost Agreement

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to approve the Southwest Carpenters Training Fund and Southern California Carpentry Joint Apprenticeship and Training Committee master cost agreement as presented. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough; and a vote of abstention from Mr. Hanna (that was noted before he left the Zoom meeting). Student Trustee Cuellar’s advisory vote was aye.

Mr. Hanna returned to the meeting at this time.

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 5.1, 5.2, and 5.4 through 5.13, 5.15, 5.16, 5.17, and 5.18 were approved as part of Item 1.7 (Consent Calendar).

5.3 Approval of 2020-2021 Tentative Budget

This item was considered and approved after Item 1.9 (Public Hearing – 2020-2021 Tentative Budget).

5.14 Adoption of Resolution No. 20-09 to Approve Contracts for Procurement of Microscopes, Specialized Engineering Equipment and Related Equipment and Services

It was moved by Mr. Yarbrough and seconded by Ms. Barrios to postpone action on Resolution No. 20-09 to approve contracts for the procurement of microscopes, specialized engineering equipment and related equipment and services without competitive bidding as presented. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

6.0 GENERAL

Items 6.1 through 6.6 were approved as part of Item 1.7 (Consent Calendar).

6.7 Ratification of Amicus Brief Supporting Chancellor of California Community Colleges

It was moved by Mr. Hernandez and seconded by Mr. Hanna to ratify the District’s inclusion as an “amicus curiae” on the Amicus Brief in support of the Chancellor of California Community Colleges. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

6.8 Adoption of Resolution No. 20-10 Affirming RSCCD’s Commitment to Actively Strategize and Take Action Against Structural Racism

It was moved by Ms. Alvarez and seconded by Mr. Hernandez to adopt Resolution No. 20-10 as presented. Discussion ensued. It was moved by Mr. Yarbrough and seconded by Mr. Hanna to remove the word “systemic” from the first sentence and the word “structural” from the last sentence. Discussion ensued.

It was moved by Mr. Hanna and seconded by Ms. Alvarez to vote on the removal of each word (systemic and structural) separately. Discussion ensued. The motion failed to remove the word “systemic” from Resolution No. 20-10 with the following vote: Aye – Mr. Yarbrough; Nay - Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, and Mr. Labrado. Student Trustee Cuellar’s advisory vote was nay. Discussion ensued. The motion failed to remove the word “structural” from Resolution No. 20-10 with the following vote: Aye – Mr. Yarbrough; Nay - Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, and Mr. Labrado. Student Trustee Cuellar’s advisory vote was nay.

Discussion ensued on the original motion to adopt Resolution No. 20-10 as presented. Mr. Hanna called the question. The motion to adopt Resolution No. 20-10 carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

6.9 Approval of Process and Procedure for Provisional Appointment to Fill Vacancy for Trustee Area 3 Resulting from Resignation of Trustee Nelida Mendoza or Decision to Forgo Appointment and Wait for Scheduled November 3, 2020, Election to Select New Trustee for Area 3

It was moved by Mr. Hanna and seconded by Mr. Yarbrough to discuss options to fill the vacancy in Trustee Area 3. Discussion ensued. Ms. Alvarez called the question to vote on whether the board should fill the vacancy for Trustee Area 3 resulting from the resignation of Trustee Nelida Mendoza. The motion failed with the following vote: Nay – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was nay. Therefore, board members decided to forgo an appointment and wait for the scheduled November 3, 2020, election for selection of a new trustee for Area 3.

6.10 Board Member Comments

Board members welcomed Mr. Cuellar as the new 2020-2021 student trustee and Mr. Gardner and Ms. Renteria as the new 2020-2021 student presidents.

Board members thanked Mr. DeCarbo for his service as SCC’s Academic Senate president and welcomed Mr. Craig Rutan as the SCC Academic Senate president for the 2020-2021 academic year.

Mr. Hernandez reported that he attended (via Zoom) a SAC Scholarship Award virtual ceremony on May 29, 2020, a recent Institute for Community Input with College Districts virtual meeting, and a virtual meeting with the chancellor on June 4, 2020. He also recently attended an Achievement Institute for Scientific Studies (AISS) virtual fundraiser, a National Association for the Advancement of Colored People (NAACP) virtual meeting, and a protest at 17th & Bristol Streets as an observer.

Mr. Yarbrough reported that he and Mr. Hernandez attended an event on June 5, 2020, when Orange County Supervisor Don Wagner presented a proclamation to SCC on behalf of its 20-year anniversary. Mr. Yarbrough spoke with Supervisor Wagner regarding COVID-19 testing through the Coronavirus Aid, Relief, and Economic Security (CARES) Act funding.

Mr. Cuellar expressed concern for the recent uprisings in the Santa Ana community and is hopeful change will occur. He indicated he is looking forward to serving as the student trustee for the upcoming academic year.

Board members thanked Dr. Hernandez for his service as SCC’s president and wished him well in his new position as president at Irvine Valley College.

Mr. Hanna thanked Ms. Alvarez and Mr. Martinez for participating in the food drive at SAC and expressed an interest in participating in the next SAC food drive. Ms. Alvarez indicated the next SAC food drive will be held on June 24, 2020.

6.10 Board Member Comments (cont.)

Mr. Hanna explained the positive change that the board has made in diversity over the years.

Ms. Alvarez shared a humorous story about the chancellor helping to distribute food at the SAC food distribution event on June 4, 2020, but never being in a photo where he was actually distributing food so it appeared as if he wasn't helping when he really worked hard.

RECESS TO CLOSED SESSION

The board convened into closed session at 8:13 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. Management Staff
 - d. Classified Staff
 - e. Educational Administrator Appointments
 - (1) Interim SCC President
 - (2) Interim Vice President
 - (3) Interim Dean
 - (4) Interim Associate Dean
 - (5) Interim Director
 - (6) Short-term/Interim Project Manager
2. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Marvin Martinez, Chancellor
 - a. Supplemental Retirement Program, all employees represented and unrepresented
3. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])
4. Public Employee Performance Evaluation (Gov. Code section 5495[b][1])
 - a. Chancellor Marvin Martinez, annual review

Mr. Cuellar left the meeting at this time.

RECONVENE

The board reconvened at 10:50 p.m.

Due to technical difficulties, Mr. Labrado did not rejoin the public meeting at this time.

Closed Session Report

Ms. Barrios reported the board discussed public employment, labor negotiations, public employee discipline/dismissal/release, and the chancellor's evaluation; and took no action during closed session.

Public Comment

There were no public comments.

Mr. Labrado joined the meeting at this time.

7.0 HUMAN RESOURCES

7.1 Management/Academic Personnel

It was moved by Mr. Hernandez and seconded by Ms. Barrios 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, and Mr. Yarbrough.

- Approve 2020-2021 Administrator/Academic Supervisor Step Increases
- Approve 2020-2021 Management/Classified Supervisor/Confidential Step Increases
- Approve Amendment to Educational Administrator Employment Agreement
- Approve Interim Assignments
- Approve Extensions of Interim Assignment
- Approve 2020-2021 CSEA 888 Contract Step Increases
- Approve 2020-2021 FARSCCD 192 Day/12 Month Contract Step Increases
- Approve 2019-2020 FARSCCD Contract Extension Days
- Approve 2020-2021 FARSCCD Contract Extension Days
- Approve Appointments
- Approve Hiring of Temporary 1-Year Full-time Faculty Members
- Approve Final Salary Placements for Temporary Full-time Faculty Member
- Approve State Teachers Retirement System (STRS) Reduced Workload Five Year Agreement
- Approve Banked Leave Withdrawals
- Ratify Resignations/Retirements
- Approve Beyond Contract/Overload Stipends
- Approve Part-time/Hourly New Hires/Rehires

7.2 Classified Personnel

It was moved by Mr. Hernandez and seconded by Ms. Barrios 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, and Mr. Yarbrough.

- Approve 2020-2021 CSEA Chapter 579 Step Increases
- Approve Miscellaneous Pay Schedule 2020–2021
(Compliance with scheduled minimum wage increase-Senate Bill 3)

7.2 Classified Personnel (cont.)

- Approve New Appointments
- Approve Professional Growth Increments
- Approve Leaves of Absence
- Ratify Resignations/Retirements
- Approve Short Term Assignments
- Approve Additional Hours of Ongoing Assignment
- Approve Substitute Assignments
- Approve Miscellaneous Positions

7.3 Approval of Professional Services Agreement with Keenan and Associates for Employee Benefits Consulting

It was moved by Mr. Hernandez and seconded by Ms. Barrios to approve the professional services agreement with Keenan and Associates for employee benefits consulting, as presented. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough.

8.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on July 13, 2020.

There being no further business, Ms. Alvarez declared the meeting adjourned at 10:53 p.m., in commemoration of the landmark ruling today by the Supreme Court of the United States that protects the rights of the lesbian, gay, bisexual, transgender, and queer (LGBTQ) community.

Respectfully submitted,

Marvin Martinez, Chancellor

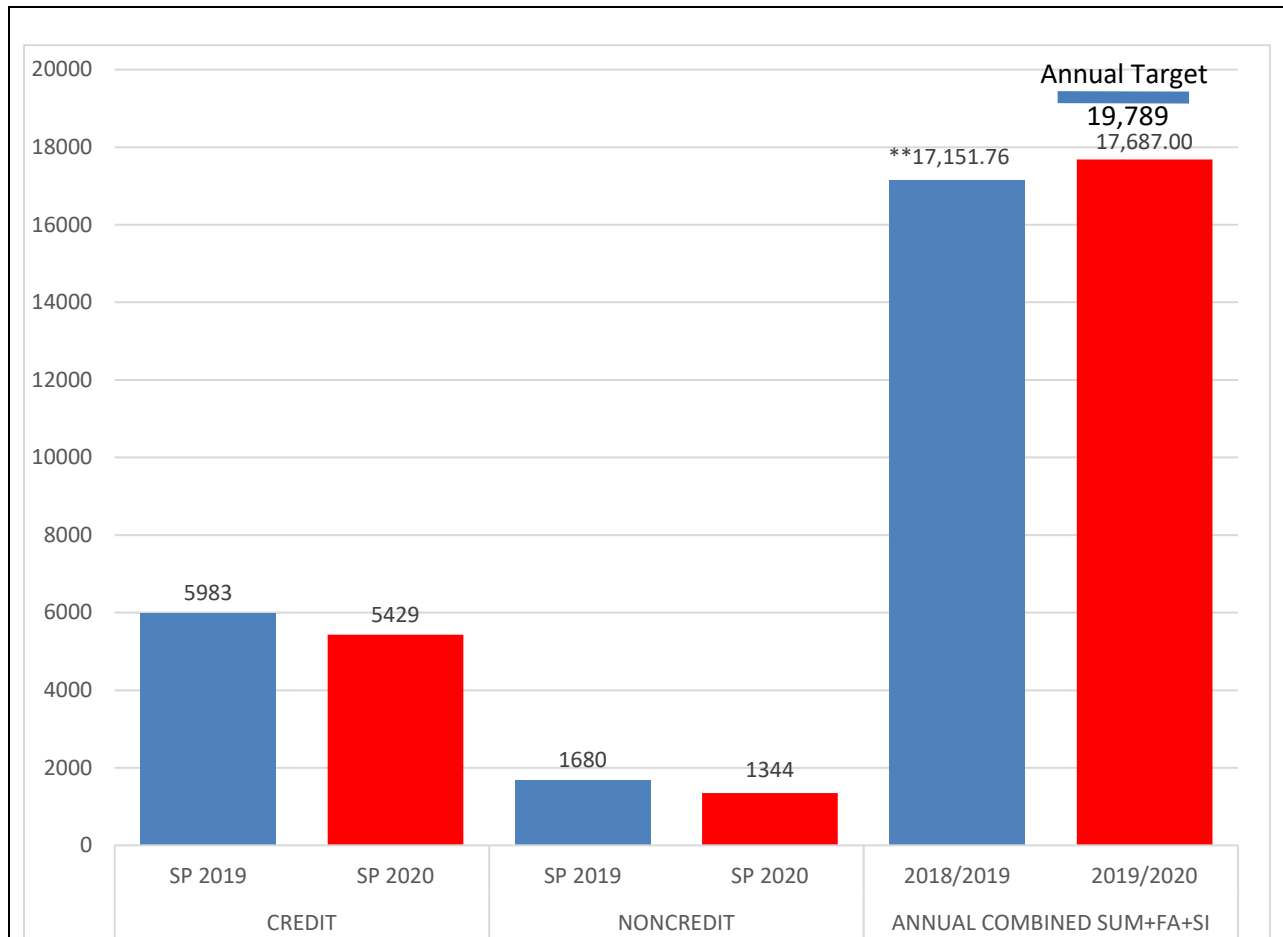
Approved: _____
Clerk of the Board

Minutes approved: July 13, 2020



SAC 2019/2020 Spring Enrollment Report

*Date: 6/10/2020



FTES Target

Terms	2019/2020	DIFF	PCT
Credit SP Target	6598.00		
Credit SP Projection	5798.00	-800.00	-14%
Noncredit SP Target***	2111.00		
Noncredit SP Projection	1396.00	-715.00	-51%
Annual Target	19789.00		
Annual Projection	18114.00	-1675.00	-9%

NOTES:

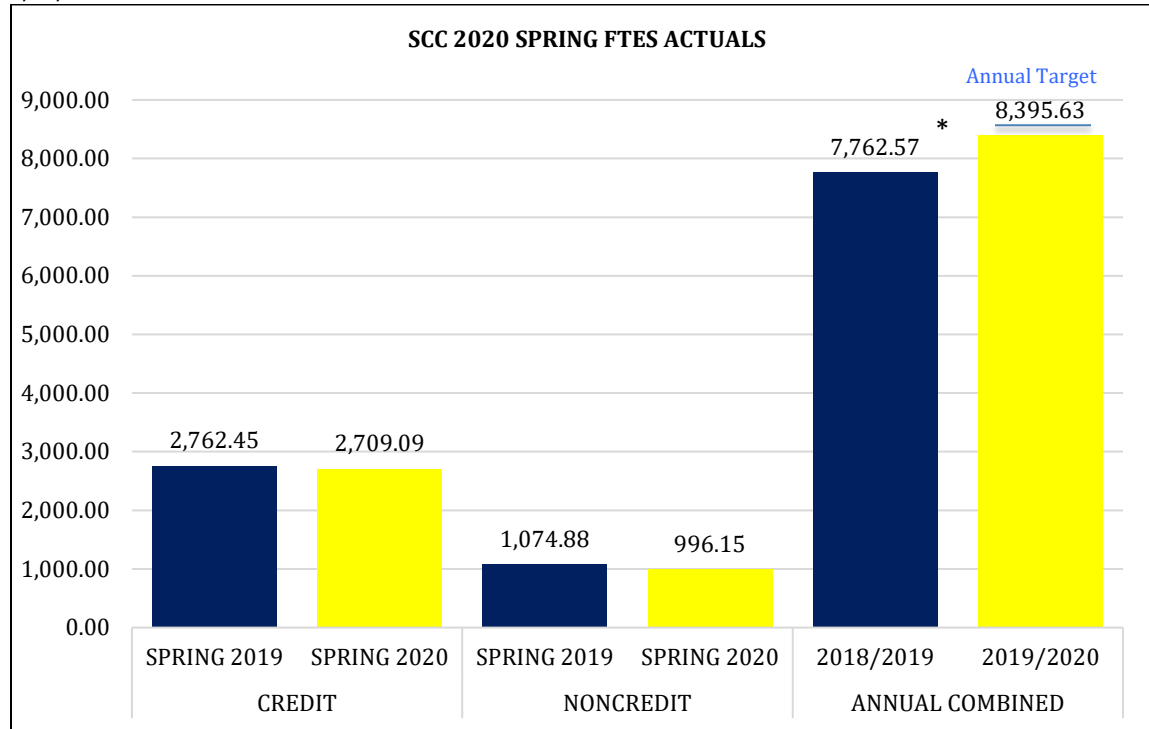
* This report represents a "moment in time" comparison between like terms.

** Accounts for summer shift of 942.34 FTES shifted from 2018/19 to 2017/18 which decreased summer 2018 FTES as well as the 2018/2019 Annual Combined Total.

*** Spring Target includes all FTES earned by June 30, 2020.



SCC 2019/2020 ENROLLMENT REPORT
6/10/2020



FTES TARGETS

TERMS	2019/2020	DIFF	PCT
Credit Spring Target	2766		
Credit Spring Projection	2745	-21.00	-0.8%
NonCredit Spring Target	1155		
NonCredit Spring Projection	1025	-130.00	-11.3%
Annual Target	8389		
Annual Projection	8503	+114.00	+1.4%

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.

SOURCE:

Executive Dashboard Report

Dr. Lamb on behalf of Dr. Linda D. Rose: President's Oral Report to the Board
June 15, 2020

OVERVIEW/COVID-19

Santa Ana College main campus and other locations remain closed to all students and non-essential employees. As we plan to remain in Temporary Remote Instruction and virtual student services for Summer 2020 and the Fall 2020 semesters, Santa Ana College (SAC) and the School of Continuing Education (SCE) continue to work toward our Vision for Success and Equity Goals. Here are some of those efforts.

ENROLLMENT

Credit

- As of June 10, 2020 SAC-Credit was at 5429 FTES, which is down from last year at a comparable date when FTES was at 5983. The bulk of this decline is due to the suspension of our public safety academies and positive attendance courses. Fortunately, both of the academies have restarted operations.
- As of June 10, 2020, the RG9040 Census Enrollment Detail Report notes the SAC Student Drops as a result of COVID 19 are as follows:

Type	Number
Duplicated	3581
Un-duplicated	2225
Unduplicated Courses	496
Duplicated (prior to 3/11)	3538

- Academic Deans have been provided this information and will be adding courses to the Summer and Fall schedule, as needed.

Noncredit

- SAC-SCE is in the third week of the summer term and as of June 10, 2020 has earned 121 FTES compared to 132 FTES at a comparable time last year. The Summer target for SAC-SCE is 520, which represents 80% of last year's summer actuals. As of this report, SAC-SCE is tracking at 92% compared to last summer with many registrations still being processed. SAC-SCE has exceeded its goal of new student applications with over 5,000 already processed through the redesigned application and registration process that was developed to support the summer marketing campaign.

GOAL 1 - COMPLETION

Goal 1A: Increase All Students Who Earned an Associate Degree (including ADTs),

Goal 1B: Increase All Students Who Earned a Chancellor's Office Approved Certificate

Goal 1C: Increase All Students Who Attained the Vision Goal Completion Definition

- In order to serve the community, SAC-SCE has put forward the SAC Go initiative to help non-credit students learn and practice English from home during this time of COVID-19. Since the start of the SAC Go

program there have been over 1,400 confirmed student registrations.

GOAL 2- TRANSFER

Goal 2A: Increase All Students Who Earned an Associate Degree for Transfer

Goal 2B: Increase All Students Who Transferred to a CSU or UC Institution

- **The Santa Ana College University Transfer Center Program hosted the very first Virtual Transfer Celebration 2020 event on Friday, June 12, 2020 at 6:00 p.m. celebrating our transfer students.**
- The Santa Ana College Occupational Studies Program celebrated the 13 students, which successfully completed their graduation requirements and capstone projects despite the COVID 19 pandemic. This first virtual celebration was hosted on Friday, June 5, 2020 at 6:00 p.m.

GOAL 3- UNIT ACCUMULATION

Goal 3A: Decrease Average Number of Units Accumulated by All Associate Degree Earners

GOAL 4-WORKFORCE

Goal 4A: Increase Median Annual Earnings of All Students

Goal 4B: Increase All Students Who Attained the Living Wage

Goal 4C: Increase All Students with a Job Closely Related to Their Field of Study

GOAL 5-EQUITY

Goal 5.1A: Increase All Students Who Earned an Associate Degree (including ADTs)

Goal 5.1B: Increase All Students Who Earned a Chancellor's Office Approved Certificate

Goal 5.1C: Increase All Students Who Attained the Vision Goal Completion Definition

Goal 5.2A: Increase All Students Who Earned an Associate Degree for Transfer

Goal 5.2B: Increase All Students Who Transferred to a CSU or UC Institution

Goal 5.3A: Decrease Average Number of Units Accumulated by All Associate Degree Earners

Goal 5.4A: Increase Median Annual Earnings of All Students

Goal 5.4B: Increase All Students Who Attained the Living Wage

Goal 5.4C: Increase All Students with a Job Closely Related to Their Field of Study

- **Don's Corner Drive-Thru Food Distribution**

In partnership with Power of One Foundation, Santa Ana College held the Don's Corner Drive-Thru Food Distribution. Three Hundred and Four (304) students received two full boxes of food, including milk, butter, vegetables, fruit and more. This was a campus-wide effort involving credit and continuing education. Forty-five (45) volunteers consisting of students, faculty, staff and managers generously gave their time and dedication to make this event successful. The next Don's Corner Drive-Thru Food Distribution is scheduled for June 24 2020.

**Santiago Canyon College President's Report to the RSCCD Board of Trustees
June 15, 2020**

Spring Enrollment Report:

In **credit**, as of June 10, 2020 we are at 2709.45 FTES which is -53.36 FTES compared to same time period last year. We have revised our projection for credit: -21 FTES short of our spring target of 2766.

In **noncredit** we posted 996 FTES, which represents 86% of our spring target of 1,155 FTES. The posted FTES is 79 FTES lower than the same time-period last spring. In addition, we are still expecting approximately 45 additional FTES to be posted.

Good News: SCC exceeded its summer 2019 target by 73.20 FTES and exceeded its fall 2019 target by 209.88 FTES, which provides a "cushion" to offset spring 2020 term FTES losses due to COVID19. The revised projection for the year is 8503 FTES and will **exceed our annual target of 8389 by +114 FTES.**

Summer Enrollment:

Today is the 1st day of **credit summer instruction**. We are at 587.90 FTES in comparison to same time last year which was at 547.02 (an increase of +40.88). If the enrollment holds post-census we will exceed our summer credit target of 550 FTES.

In **noncredit** we are beginning the 4th week of a 10 week summer session. We are at 207 FTES and project we will reach our summer enrollment target of 254 FTES.

Fall 2020 Enrollment:

We continue to track fall enrollment and currently are at 1,538.62 FTES. This year as an enrollment strategy both colleges moved up registration dates for continuing students to be competitive with surrounding colleges. This strategy seems to be showing results: in comparison to same time last year, we were at 805.34 FTES an increase of +733.28.

COLLEGE UPDATES

CARES ACT Student Emergency Grants

To date 1665 students have been **disbursed** CARES ACT funds totaling \$749,825.00. Additionally we have received 423 applications which are reviewed individually to ensure Title IV program eligibility requirements. To date, 300 of these applications have been approved and disbursed.

SCC continues to award and disburse CARES Act funds based on the original Federal guidelines to ensure students meet all Title IV eligibility requirements. The Department of Education has not posted details about withdrawing the requirements as originally presented.

Emergency Grants for Undocumented Students

SCC has set aside state funds from AB19 and AB2 College Promise program to provide emergency grants to undocumented students. College Promise grants require students to be enrolled in a minimum of 12 units. For DREAMER and/or AB540 students enrolled in less than 12 units, the college has earmarked \$50,000 from other state categorical funds to provide emergency funds. To date, we have awarded 28 DREAMER and/or AB540 students with emergency grants totaling \$19,600 (the average award amount is \$700.00).

Supervisor Wagner visits SCC:

On June 5, Orange County Supervisor Don Wagner presented SCC with an anniversary proclamation recognizing the College's 20 years of excellence and of making an impact to our local communities. Special thanks to board members Phil Yarbrough and Zeke Hernandez for participating.



Examples of Virtual Year-End Celebrations:

Commencement Congratulatory Video:

Last Thursday, a congratulatory video was emailed to 1,344 SCC students who are eligible to graduate this academic year. To view: <https://www.youtube.com/embed/BDcysYCstE> A commemorative booklet will be mailed to each graduate by the end of the month.



Honors Program:

On Friday, June 5, thirty-two Honors students were acknowledged and recognized for their outstanding academic achievements with a **Drive Thru Honors Recognition Ceremony** set up by the SCC's Honors Committee. Students drove by faculty, staff, and administrators in their

cars, often with family members in attendance, to celebrate the special moment, and to receive their honor chords and scholastic medals in a safely prepared, socially-distant environment.



College Assistance Migrant Program (CAMP):

On Thursday, June 4, CAMP celebrated a **virtual End of the Year Celebration** honoring the 2019-2020 student cohort and the 2020 student graduates. CAMP has 10 graduating students in the class of 2020. Congratulations to all graduates!

Office of Student Life & Leadership:

The Associated Student Government successfully released their first “**Spring Town Hall Newsletter**” this week. Each spring, the ASGSCC Senate hosts a “Town Hall” event to provide SCC students with an opportunity to communicate directly with college administrators in order to share their concerns and learn more about how SCC programs support their academic and personal success. As a creative solution to not being able to hold the event in person, the ASGSCC engaged the SCC student body to prepare a list of questions, and then contacted SCC administrators for their responses to include in a newsletter. Thank you to everyone who participated in making this project successful.

SSS TRiO:

The TRiO class of 2020 graduates received a special package to help celebrate their accomplishments. Although not an ideal way to end their academic journey at SCC, SSS-TRiO is acknowledging the hard work of our graduates and the exciting new journey that awaits them.



Upward Bound Math & Science (UBMS):

The Upward Bound Math and Science program held their annual **Academic Recognition Ceremony in style, Drive-Thru edition**. UBMS serves 64 families from Orange and El Modena High Schools and 57 families attended the celebration. This year UBMS had 33 graduating seniors, a 100% secondary school retention rate; 31 students have enrolled in post-secondary institutions and two have joined the United States Marine Corps. Fifty-percent of the graduating class has enrolled at Santiago Canyon College and we welcome our new Hawks. We are very proud of their hard work and look forward to their futures.

International Student Program:

On Thursday, June 11, the International Student Program team caravanned throughout Orange County to congratulate five extraordinary SCC graduates. Thirteen international students graduated this spring, and most will be transferring to universities to pursue their bachelor's degree. For those students already out-of-the-country, we congratulated them remotely and mailed their SCC sash, tassel, diploma holder, and other SCC items.



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

To:	Board of Trustees	Date: July 13, 2020
Re:	Approval of Training Agreement Renewal between Rancho Santiago Community College District and Central Net Operations Authority	
Action:	Request for Approval	

BACKGROUND

Santa Ana College Fire Academy has provided a vocational educational program to selected eligible students at a fire training facility owned by Central Net Operations Authority for over thirty-five years. Through this Training Agreement Renewal between Rancho Santiago Community College District and Central Net Operations Authority (“Agreement Renewal”), Central Net Operations Authority provides use of fire academy facilities and equipment to prepare students for the vocation of firefighter. The intent of this Agreement Renewal, on behalf of Santa Ana College Fire Technology Department, is to continue to provide a fire academy to the selected eligible students.

ANALYSIS

This Agreement Renewal is administered in compliance with the guidelines issued by the State of California Community College Chancellor’s Office and shall be effective for a period of five (5) years or until termination by written notice of either party. This Agreement Renewal will carry a cost for Santa Ana College not to exceed \$120,000 per fiscal year.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Training Agreement Renewal between Rancho Santiago Community College District and Central Net Operations Authority, located in Huntington Beach, California, as presented.

Fiscal Impact:	\$120,000/per fiscal year	Board Date: July 13, 2020
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Larisa Sergeyeva, Ed.D., Dean, Human Services & Technology	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

TRAINING AGREEMENT
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
CENTRAL NET OPERATIONS AUTHORITY

This Agreement (“Agreement”) is entered into by and 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 Fire Technology Department and Central Net Operations Authority (CNOA), a municipal corporation of the State of California, having its principal business address located at 18301 Gothard Street, Huntington Beach, CA 92648.

WITNESS

RECITALS:

1. CNOA, by virtue of a Joint Powers agreement, is the owner of a fire training facility at 18301 Gothard Street, Huntington Beach, California; and
2. The District, through Santa Ana College, intends to provide a vocational educational program for the benefit of selected eligible students of the District, under the State plan of Vocational Educational and the Federal Vocational Education ACT, as amended, and through this Agreement with CNOA to provide use of fire academy facilities and equipment to prepare such students for the vocation of firefighter; and
3. The District also intends to maintain a constant attendance of approximately fifty (50) students per day in this program. The enrollment pattern may adjust based on college enrollment; and
4. CNOA represents, that as owners, adequate facilities for the fire academy instruction can be accommodated beyond the regular training requirements of CNOA members.

THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

1. Term and Termination. 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. Either party may terminate the Agreement without cause by giving ninety (90) days prior written notice to the other party of its intention to terminate.
2. CNOA shall provide a classroom for approximately 50 students, an office, all utility costs, a drill tower and training grounds as can be accommodated during each academy period. In rare occurrences, if there is a conflict, it will be decided upon by Central Net Training Staff. In consideration the District agrees to assist the regular staff in routing janitorial responsibilities as well as maintain the premises in a neat, orderly condition at all times during its occupancy.
3. CNOA shall invoice and the District shall pay the rate per day as listed in the current CNOA Facility Usage Fee Schedule (Exhibit A). The rates may be adjusted on an annual basis.
4. Use of the training center copier shall be made available to the District on an as needed basis. The District shall compensate CNOA at the rate per copy listed in the current CNOA facilities-use

schedule. Billing for this use shall be submitted separately but monthly along with the monthly statement for use of the facility.

5. District agrees to replace materials including, but not limited to, diesel, propane or gasoline used by the Basic Fire Academy in its training activities at the premises.
6. CNOA or its representative(s) shall verify previous month's use of the facility and submit monthly statements to Santa Ana College, Fire Technology Department, 1530 West 17th Street, Santa Ana, CA 92706.

Indemnification. Each Party 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, including reasonable attorney fees, 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 loss caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

7. Insurance. Each Party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with a limit of liability at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate
8. 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, Vice Chancellor, Business Operations/Fiscal Services
 2323 N. Broadway
 Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)
 Michael E. Busch
 Interim Director of Fire Instruction
 1530 W. 17th Street
 Santa Ana, Ca 92706

Contractor: Ron Cookston
 Chairman, CNOA Board of Directors
 Huntington Beach Fire Chief
 18301 Gothard Street
 Huntington Beach, Ca 92648

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed and attested to by their proper officers hereto duly authorized as of the day and year first written above.

Agency: Central Net Operations Authority

District: Rancho Santiago Community College District,
on behalf of Santa Ana College Fire
Technology Department

Signature: _____

Signature: _____

Name: Ron Cookston

Name: Peter J. Hardash

Title: Chairman
CNOA Board of Directors

Title: Vice Chancellor
Business Operations/Fiscal Services

Date: _____

Date: _____

EXHIBIT A

Santa Ana College – Fire Technology
Effective July 1, 2019

Description	2019 Rate
Basic Fire Academy – Full Time	\$225 per day
Basic Fire Academy – Part Time	\$225 per day
Flashover	\$225 per day
Physical Agility (for Academy)	\$225 per day
Tower (Burn Rooms)	\$380 per day \$250 per ½ day
All other Santa Ana Fire Classes	\$250 per day
Brunoit Building Rental	\$1290 per mo.
Copies	\$0.10 each

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

To:	Board of Trustees	Date: July 13, 2020
Re:	Approval of Quick Caption Service Agreement Renewal between Rancho Santiago Community College District and Quick Caption	
Action:	Request for Approval	

BACKGROUND

The Americans 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. Rancho Santiago Community College District (RSCCD) employs short term, hourly professional experts as sign language interpreters to provide this highly specialized service. RSCCD currently holds a contract for this service with Quick Caption, which is necessary to meet the Districts' legal obligation to provide reasonable accommodations to its eligible students.

ANALYSIS

This Quick Caption Service Agreement Renewal between Rancho Santiago Community College District and Quick Caption ("Agreement Renewal") 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. This Agreement Renewal covers the scope of program, operations of the facility, as well as insurance and other issues relating to liability for both parties. This Agreement Renewal carries a fiscal impact of up to \$150,000 per academic year and is in effect for two (2) years with the option to renew, unless otherwise terminated by either party.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Quick Caption Service Agreement Renewal between Rancho Santiago Community College District and Quick Caption, located in Riverside, California, as presented.

Fiscal Impact:	Up to \$150,000 per academic year	Board Date: July 13, 2020
Prepared by:	Vaniethia Hubbard, Ed.D., Vice President, Student Services Veronica Oforlea, Ed.D., Associate Dean, Disabled Students and Program	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

Quick Caption Service Agreement

THIS SERVICE AGREEMENT dated this 13th day of July 2020.

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 13, 2020 until June 30, 2022 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 – School of Continuing Education**

To:	Board of Trustees	Date: July 13, 2020
Re:	Approval of Rancho Santiago Community College District Professional Services Agreement with PGINET Consulting	
Action:	Request for Approval	

BACKGROUND

This is a new Rancho Santiago Community College District Professional Services Agreement with PGINET Consulting (“PGINET PSA”).

ANALYSIS

This PGINET PSA shall be effective as of the date signed by both parties until December 31, 2020 or until termination by written notice of either party. This PGINET PSA will carry a cost for Santa Ana College of no more than \$52,500. The PGINET PSA will facilitate critical updates for the Fall 2020 Registration process for Santa Ana College - School of Continuing Education (“SAC-SCE”), as well as support further development of critical reports and applications. The simplified registration process was utilized for the Summer 2020 term and it was highly successful processing over 7,000 registrations. This is a necessary component of the SAC-SCE Fall 2020 marketing campaign.

RECOMMENDATION

It is recommended that the Board of Trustees approve this new Rancho Santiago Community College District Professional Services Agreement with PGINET Consulting, located in Fullerton, California, as presented.

Fiscal Impact:	\$52,500	Board Date: July 13, 2020
Prepared by:	James Kennedy, Ed.D., Vice President, Continuing Education	
Submitted by:	Marilyn Flores, Ph.D., Interim 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, Division of Continuing Education and PGINET Consulting, having its principal business address located at P.O. BOX 3306, Fullerton, California 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 14, 2020, whichever is later, and shall continue in full force and effect thereafter until and including December 31, 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 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 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. Contractor shall defend, indemnify and hold 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, except to the extent that any claims for injury or damages are caused by or result from the gross negligence or intentional acts or omissions of the District, its officers, agents, employees.

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, Vice Chancellor, Business Operations/Fiscal Services
2323 N. Broadway
Santa Ana, Ca 92706

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

Contractor: Paul Gallagher, Owner
PGINET Consulting
P.O. BOX 3306, Fullerton, CA. 92834

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 of which together shall constitute one and the same agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this agreement, signifies the parties' mutual consent to conduct transactions electronically. Pursuant to the California Uniform Electronic Transactions Act ("UETA") (Cal. Civ. Code § 1633.1 et seq.) and California Government Code 16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.

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, Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: Paul Gallagher

Print Title: Owner

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.

Contractor shall perform work on the following services for the benefit of the District:

Services from PGINET Consulting are required during the 2020-21 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

Implementing either ADFS or OKTA to support Single Sign On and Data Exchange

- Work with ITS to Transition all SAC-SCE developed applications that are currently accessed through WebAdvisor to either be accessed through ADFS or OKTA
- Research Ethos and if approved by ITS utilize this Ellucian service for data exchange with SAC-SCE developed applications

Registration Form Improvements

- Adding MIS questions

Student Communication Improvements

- Updating language on emails students receive

Online Searchable Schedule

- Allow for student enrollment into a section rather than just a particular course
- Add a shopping cart feature so students can select multiple sections and submit just once
- Waitlist option when cap is reached (Tying to cap from Colleague, but adding in manual option)
- Add the ability to make customization on titles to reflect class specifics:
- Provide a way to allow Website Coordinator make modifications to pages within registration pages
- Add Design aspects to searchable schedule

Data Entry

- Necessary development of registration management tools.
- Reports that capture students not yet registered or account created.
- Improvement to Course Roster report to include email notification system for teachers

Welcome Center

- Allows us to track student though onboarding process
- Develop a communication platform that allows staff to collect necessary programmatic data requirements from newly registered students. Examples include WIOA, CAEP and Strong Workforce

Fee/Terms

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 4.0.

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.

The payment will be in the sum of \$105 per hour
District is contracting for 500 hours of programming services. This work will be performed before December 31,
2020
TOTAL AMOUNT NOT TO EXCEED \$52,500

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

To: Board of Trustees	Date: July 13, 2020
Re: Approval of Rancho Santiago Community College District Professional Services Agreement with Interact Communications	
Action: Request for Approval	

BACKGROUND

The Santa Ana College - School of Continuing Education (“SAC-SCE”) has transitioned its programs to Temporary Remote Instruction because of the COVID-19 Pandemic. In order to assist individuals who could benefit from instruction who are at home due to the stay at home restrictions, SAC-SCE is initiating a Fall 2020 Marketing Campaign based upon the success of the Spring 2020 and Summer 2020 SACGO campaign.

ANALYSIS

In order for the SAC-SCE ESL program to recruit new students, a Fall 2020 social media marketing campaign is being initiated. This effort is expected to result in over 2,000 new ESL student registrations.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Rancho Santiago Community College District Professional Services Agreement with Interact Communications, located in Oceanside, California, as presented.

Fiscal Impact: \$20,700	Board Date: July 13, 2020
Prepared by: James Kennedy Ed.D, Vice President, Santa Ana College, School of Continuing Education	
Submitted by: Marilyn Flores, Ph.D., Interim 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, Continuing Education and Interact Communications, having its principal business address located at 550 Seagaze Dr. #9 Oceanside, California 92054 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 14, 2020, whichever is later, and shall continue in full force and effect thereafter until and including October 31, 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 Twenty thousand seven hundred Dollars (\$20,700) ("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, Vice Chancellor, Business Operations/Fiscal Services
2323 N. Broadway
Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)
James Kennedy, Santa Ana College
Vice President, Continuing Education
12900 W. Edinger Ave.
Santa Ana, CA 92704

Contractor: Interact Communications
550 Seagaze Dr. #9
Oceanside, CA 92054

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 of which together shall constitute one and the same agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this agreement, signifies the parties' mutual consent to conduct transactions electronically. Pursuant to the California Uniform Electronic Transactions Act ("UETA") (Cal. Civ. Code § 1633.1 et seq.) and California Government Code 16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.

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, Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: Cheryl Broom

Print Title: President

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

Media Buying and Tracking

To promote the free 6-week ESL courses offered online at Santa Ana College, Interact Communication recommends the following digital marketing tactics.

Social Media: Interact Communications runs sophisticated social media campaigns on Facebook, Instagram, and Snapchat. We use innovative techniques that will keep SAC's messaging in the public eye by advertising on social media platforms, targeting Spanish, Vietnamese, and Chinese speaking student prospects in your service area. We have experience running campaigns based on search traffic, demographics, CRM lists, remarketing, and more.

YouTube Pre-Roll Ads: We deliver micro-targeted video ad campaigns through programmatic buying. We leverage technology to precisely segment audiences and select channels for reaching them with video ads. We go way beyond traditional demographics to target criteria such as location, context, devices/mobile, recent online activity through browsing and search, time of day, frequency, retargeting, etc. The software we use allows us to set up targeting based on online search behavior, demographics, age, gender, location, topics of interest and behavior.

Custom Display: We run a single display campaign with multiple tactics under one umbrella. After knowing your campaign goals, we determine the best tactics to implement and what audiences you want to reach. Tactics we can implement are geofencing, residential geofencing, Over-The-Top (OTT) streaming, CRM targeting, website remarketing, keyword retargeting, behavioral targeting, lookalike website audience targeting, etc. We ensure we implement tactics to target your audiences, including high school students, influencers, parents, career/workforce, etc. Our software will automatically adjust the CPMs for each tactic, to ensure we stretch your dollar and have the most affordable CPM possible. We also track engagement across all tactics and our software will reallocate budget between tactics on a regular basis, depending on where your engagement and traffic is coming from. This ensures your ad/video will only show when triggered to your targeted audience, and we get the most affordable CPM for you.

Over-the-Top Advertising: SAC's will have its own unique OTT campaign, including keyword retargeting and website remarketing. OTT, also known as Over the Top advertising, is a fast-growing, innovative, and highly effective way to connect with digital consumers. With this service marketers can disseminate advertisements to universally used digital media platforms including Amazon, Apple, Google, Roku, Hulu, and more. Through these channels, OTT also gives you access to hundreds of top publishers including dozens of premium advertising venues such as CNN, Fox News, the NFL Network, Yahoo!, ABC affiliates, Dish, Fox Sports, History Channel, HGTV, Food Network, and Sling TV. OTT allows you to provide non-skippable content that reaches a vast and accurate audience, prompts engagement, and provides a seamless way for consumers to access and buy premium OTT content. With Over the Top advertising, you are able to reach a unique group of video consumers that advertisers simply can't target with traditional TV commercials.

Fee Summary

Digital Media Buy	\$18,000
Media Placement Fee (15%)	\$2,700
Total	\$20,700

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

To:	Board of Trustees	Date: July13, 2020
Re:	Approval of Rancho Santiago Community College District Professional Services Agreement with Twenty Fifth Hour Communications	
Action:	Request for Approval	

BACKGROUND

The Santa Ana College - School of Continuing Education ("SAC-SCE") has worked with Twenty Fifth Hour Communications to develop and implement a Fall 2020 Campaign for new remote instruction programs, which have been developed by SAC-SCE to meet the needs of the community because of the COVID-19 Pandemic. The Fall 2020 Campaign will include the following 1) General SAC-SCE FALL 2020 Campaign; 2) SAC Go – Google Ads Campaign; 3) SAC-SCE HiSET FALL 2020 Campaign; 4) SAC-SCE Career Ed Fall 2020 Campaign and 6) SAC-SCE Citizenship Fall 2020 Campaign. Marketing and offering these programs will provide the community with the opportunity to enroll in courses to continue their educational goals and areas of interest during the COVID 19 Pandemic.

ANALYSIS

The Fall 2020 Campaign will support the SAC-SCE social media and advertising campaigns, which will run beginning August 3, 2020 and continue through September 5, 2020. These campaigns will help increase enrollment to meet the needs of the community.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Rancho Santiago Community College District Professional Services Agreement with Twenty Fifth Hour Communications, located in Paso Robles, California, as presented.

Fiscal Impact:	\$47,500	Board Date: July 13, 2020
Prepared by:	James Kennedy Ed.D., Vice President, Santa Ana College, School of Continuing Education	
Submitted by:	Marilyn Flores Ph.D., Interim 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, Continuing Education and Twenty Fifth Hour Communications, having its principal business address located at 4756 Mallard Court, Paso Robles, California 93446 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 14, 2020, whichever is later, and shall continue in full force and effect thereafter until and including October 31, 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 Forty-Seven Thousand Five Hundred Dollars (\$47,500) ("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, Vice Chancellor, Business Operations/Fiscal Services
2323 N. Broadway
Santa Ana, Ca 92706

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

Contractor: 25th Hour Communications
4756 Mallard Court
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 of which together shall constitute one and the same agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this agreement, signifies the parties' mutual consent to conduct transactions electronically. Pursuant to the California Uniform Electronic Transactions Act ("UETA") (Cal. Civ. Code § 1633.1 et seq.) and California Government Code 16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.

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, Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: Tricia Lamantia
Signature of Authorized Person

Print Name:___ Trish Lamantia

Print Title:___ Chief Executive Officer

Date: 6/22/2020

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 campaigns will run beginning August 3, 2020 and run through September 5, 2020. The management fee is 13% deducted from the spend. This fee includes implementation, placement, and monitoring.

Media Buying Services - School of Continuing Education	Fee
General SCE Fall 2020 Campaign	\$15,500
SAC Go - Fall Campaign	\$2,500
SAC- SCE Fall Active Adults	\$7,500
SAC-SCE HiSET Fall 2020 Campaign	\$10,500
SAC-SCE Career Ed Fall 2020 Campaign	\$8,500
SAC-SCE Citizenship Fall 2020 Campaign	\$3,000
Total	\$47,500

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College - Science, Math, and Health Sciences Division

To:	Board of Trustees	Date: July 13, 2020
Re:	Approval of First Amendment to Affiliation Agreement with AHMC Anaheim Regional Medical Center LP, doing business as AHMC Anaheim Regional Medical Center	
Action:	Request for Approval	

BACKGROUND

Students in the Nursing Program are required to participate in clinical rotation activities at sites throughout the community in order to gain practical field experiences and to apply knowledge and skills learned in college classes. The proposed First Amendment to Affiliation Agreement with AHMC Anaheim Regional Medical Center LP, doing business as AHMC Anaheim Regional Medical Center (“First Amendment”) will yield appropriate clinical rotation activities for the programs.

ANALYSIS

This First Amendment covers the addition of two (2) years to the original term of three (3) years to total five (5) years. This First Amendment carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this First Amendment to Affiliation Agreement with AHMC Anaheim Regional Medical Center LP, doing business as AHMC Anaheim Regional Medical Center, located in Anaheim, California, as presented.

Fiscal Impact:	None	Board Date: July 13, 2020
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Mary Steckler, MSN, Interim Associate Dean, Health Sciences	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

FIRST AMENDMENT TO AFFILIATION AGREEMENT

THIS FIRST AMENDMENT TO AFFILIATION AGREEMENT (“Amendment”) is entered into as of July 18, 2020 between AHMC Anaheim Regional Medical Center LP, a California limited partnership, doing business as AHMC Anaheim Regional Medical Center (“Hospital”), and Rancho Santiago Community College District (“School”) on behalf of Santa Ana College.

RECITALS

- A. Hospital and School entered into that certain Affiliation Agreement dated as of July 18, 2017 (the “Agreement”).
- B. The parties desire to amend the Agreement as set forth in this Amendment.
- C. Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Agreement.

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

- 1. Term Extension. Subject to earlier termination as provided for in the Agreement, the term of the Agreement shall be extended for an additional period of two (2) years, commencing July 18, 2020 and expiring July 17, 2022.
- 2. No Other Modification. Except as explicitly set forth herein, there shall be no other amendment or modification to the Agreement, which shall remain in full force and effect as modified hereby.
- 3. Counterparts. This Amendment may be executed in counterparts, and all counterparts shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO FIRST AMENDMENT TO AFFILIATION AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

HOSPITAL:

AHMC ANAHEIM REGIONAL MEDICAL CENTER LP
d/b/a AHMC Anaheim Regional Medical Center

By:

Name: Robert Trautman

Title: Interim Chief Executive Officer

SCHOOL:

RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT, on behalf of SANTA ANA COLLEGE

By:

Name: Peter J. Hardash

Title: Vice Chancellor, Business Operations/Fiscal Services

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**SANTA ANA COLLEGE – ACADEMIC AFFAIRS**

To:	Board of Trustees	Date: July 13, 2020
Re:	Approval of Proposed Revisions for the 2020 – 2021 Santa Ana College Catalog Addendum	
Action:	Request for Approval	

BACKGROUND

The attached memo is the annual summary of actions taken by the Santa Ana College Curriculum and Instruction Council during 2020. It includes new courses, program revisions, and other curricula changes that are reflected in the catalog.

ANALYSIS

The catalog is the ongoing legal representation of course/program offerings and annual academic policies at Santa Ana College. Changes are recommended to the Board of Trustees by the Curriculum and Instruction Council that has faculty representation from each academic division, as well as administrative representation.

RECOMMENDATION

It is recommended that the Board of Trustees approve the proposed revisions for the 2020 – 2021 Santa Ana College Catalog Addendum, as presented.

Fiscal Impact:	None	Board Date: July 13, 2020
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Brian Sos, Ph.D., Chair of the Curriculum and Instruction Council	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	



CURRICULUM AND INSTRUCTION COUNCIL

DATE: July 13, 2020

TO: Marilyn Flores, Ph.D., Interim President, Santa Ana College

FROM: Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs
Brian Sos, Ph.D., Chair of the Curriculum and Instruction Council

RE: **PROPOSED REVISIONS FOR THE 2020-2021 SAC CATALOG ADDENDUM**

The following changes to the 2020-2021 college catalog addendum are proposed by the Curriculum and Instruction Council (CIC) of Santa Ana College. All changes to academic policies, courses, and programs are reviewed and approved by departmental curriculum committees before action is taken by the CIC.

Santa Ana College's CIC is chaired by Dr. Brian Sos, designee of the Academic Senate President. Membership also includes the Vice President of Academic Affairs, 15 faculty representatives (including the Chair of the Committee), an Articulation Officer, an Academic Dean, two Curriculum Specialists and a student representative.

The changes initiated at Santa Ana College for the 2020-2021 catalog addendum are:

REVISED PROGRAMS, DEGREES AND CERTIFICATES (See Attachment #1)

Two (2) programs, degrees and certificates were revised because of changes in required or restricted elective courses, advisory committee recommendations, changes in requirements for four-year schools, and recommendations from state agencies.

REVISED PROGRAMS, DEGREES AND CERTIFICATES

Credit

Agency Film Production Certificate of Achievement
Screenwriting Certificate of Achievement

Non-Credit

None

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

To:	Board of Trustees	Date: July 13, 2020
Re:	Approval of Santa Ana College Community Services - Fall 2020 Program	
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 2020 Program 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 200 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 this Santa Ana College Community Services - Fall 2020 Program, as presented.

Fiscal Impact:	\$25,000 (estimated net income after expenses)	Board Date: July 13, 2020
Prepared by:	James Kennedy, Ed.D., Vice President, Santa Ana College, School of Continuing Education Lithia Williams, Community Services Program Coordinator II	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

SANTA ANA COLLEGE COMMUNITY SERVICES – FALL 2020 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
Brain Health	Cyndie Koopsen	\$66	70/30
Healthy Aging	Caroline Young	\$66	70/30
Genealogy Basics	Carrie Ehrfurth	\$100	70/30
Pickleball	Diana Abruscato	\$129	60/40
Around The Home			
Interior Designing	Sarah Smallwood	\$115	70/30
Growing Plants	Linda Harlan	\$100	70/30
Eliminate Clutter: Home & Office	Rounds & Miller	\$59	60/40
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			
Photographing w/Digital Camera	Curt Simmons	\$100	70/30
Holiday Floral Design	Mina Asadirad	\$499	50/50
Funeral Design	Mina Asadirad	\$249	50/50
Wedding Design	Mina Asadirad	\$499	50/50
Ikebana & Topiary	Mina Asadirad	\$249	50/50
One Stroke Painting	Carmen MacDonald	\$75	\$40/hrly
Soap Making	Quayum Abdul	\$39	60/40
Candle Making	Quayum Abdul	\$39	60/40
Drawing Absolute Beginners	Chad Walker	\$100	70/30
Hand Sanitizer	Quayum Abdul	\$39	60/40
Start Gift Basket Business	Shirley George Frazier	\$115	70/30
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
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

SANTA ANA COLLEGE COMMUNITY SERVICES – FALL 2020 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Business & Careers			
Become A Floral Designer	Mina Flowers, Inc.	\$199	50/50
Voice Overs	Such A Voice	\$29	60/40
Make Up 101	Michelle Jackson	\$59	60/40
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.	\$99	60/40
Loan Signing Agent	NPS, Inc.	\$99	60/40
Legal Documents in Time Crisis	NPS, Inc.	\$99	60/40
Achieving Success with Difficult People	Dawn Lianna	\$115	70/30
Home-Based Business	LeeAnne Krusemark	\$29	60/40
Typing/Word Processing Business	LeeAnne Krusemark	\$15	60/40
Accounting Fundamentals	Charlene Messier	\$115	70/30
Introduction to Quickbooks	Scott Paxton	\$115	70/30
Human Resource Management	Smith & Nevers	\$299	70/30
Grant Writing Fundamentals	Linda Vallejo	\$115	70/30
Business Finance for Non-Finance Personnel	Matt Crabtree	\$115	70/30
Small Business Bookkeeping & Taxes	Phil Famolaro	\$125	60/40
Makeup Artistry	Michelle Jackson	\$125	60/40
Administrative Assistant Fundamentals	Becky Swaim	\$115	70/30
Podcasting for Profit	Rounds & Miller Assoc.	\$59	60/40
Create Your Website for Free	Rounds & Miller Assoc.	\$59	60/40
Building Teams	Vivian Harte	\$115	70/30
Effective Business Writing	Ann Linguist	\$115	70/30
Blogging & Podcasting	Richard Mansfield	\$100	70/30
Financial Analyst Suite	Matt Crabtree	\$395	70/30
Entrepreneur Suite	Kris Solie-Johnson	\$299	70/30
Get Funny!	Joanna Sansmark	\$100	70/30
Patents, Trademarks, Copyrights	Rounds & Miller Assoc.	\$59	60/40
Self-Publish for Free	Rounds & Miller Assoc.	\$59	60/40
Become A Professional Organizer	Rounds & Miller Assoc.	\$59	60/40
Start a Profitable Home-Based Business	Rounds & Miller Assoc.	\$59	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	AUMT	\$2,000	70/30
Fundamentals of Supervision & Management	Patricia Adesso	\$149	70/30
Architectural Drafting	Phil Famolaro	\$125	\$40/hr.
Master Public Speaking	Donna Valenti	\$115	60/40
Interpersonal Communication	Laural Bragstad	\$115	70/30
Podcasting for Profit	Rounds & Miller Assoc	\$59	60/40
Leadership Suite	Lianna, Harte & Brown	\$395	70/30
Learn to Sell & Buy on Ebay	Shirley George Frazier	\$100	70/30
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.
Event Planning	Cynthia Gzelak	\$199	70/30
Professional Special Effects Artist	Carmen Macdonald	\$125	\$40/hr.
Legal Document Assistant	Notary Public Seminars, Inc.	\$95	60/40

SANTA ANA COLLEGE COMMUNITY SERVICES – FALL 2020 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
College For Kids			
Early Reader	MA Perez	\$89	60/40
Reading Development & Comprehension	MA Perez	\$89	60/40
SAT Prep Series	Benjamin Gialloredo	\$199	70/30
Basic Math Review	Trizzie Huynh	\$129	\$30/hr
Online Driver's Education	Safety Driver's Ed	\$39	60/40
English Composition	Tremonisha Putros	\$89	\$40/hr
Study Skills	Tremonisha Putros	\$89	\$40/hr
Martial Arts	John Bishop	\$59	60/40
Computers			
Microsoft Office Suite	Chad Wambolt	\$324	70/30
Quickbook Series	Scott Paxton	\$199	70/30
Intro to SQL	Mava Wilson	\$115	70/30
Computer Basics & Windows 10	Iris Corpus	\$49	\$35/hr
Microsoft Excel	Iris Corpus	\$49	\$35/hr
MS Office	Iris Corpus	\$69	\$35/hr.
All Things Apple	Rosemary Solis	\$49	\$30/hr.
Basic Computer Skills	Dave Paquin	\$115	70/30
Understanding the Cloud	David Iseminger	\$115	70/30
Court Mandated			
Alcohol & Drug Awareness	Dennis Donovan	\$50	80/20
14601.1 Suspended License Program	Michael Doudna	\$325	50/50
DEJ Deferred Dismissal	Diego Fuentes	\$325	50/50
Anger Management	Kelly Huynh	\$325	50/50
Petty Theft	Michael Doudna	\$325	50/50
Domestic Violence	Michael Doudna	\$325	50/50
Victim Impact Panel I & II	Michael Doudna	\$325	50/50
Life Skills	Michael Doudna	\$325	50/50
VC 12500 (c) Driving Without License	Michael Doudna	\$325	50/50
Culinary Arts			
Food, Nutrition & Health	Koopsen & Young	\$66	70/30
Lose Weight & Keep It Off	Donna Acosta	\$100	70/30
Low-Fat & Quick Meals	Donna Acosta	\$100	70/30
Start Your Own Edible Garden	Katie Powell-Lee	\$115	70/30
Fall Cooking with Tarla	Tarla Fallgatter	\$39	60/40
Cooking Up Cultures	Gate Team	\$100	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			
Body, Mind & Spirit	Koopsen & Young	\$96	70/30
Infectious Diseases & Infection Control	Koopsen & Young	\$78	70/30
Mindfulness – Stress Reduction	Donna Valenti	\$80	60/40
Musical Therapy & Sound Healing	Koopsen & Young	\$48	70/30
Handling Medical Emergencies	Bryan Scypers	\$115	70/30
Women's Health	Knoopsen & Young	\$240	71/30

SANTA ANA COLLEGE COMMUNITY SERVICES – FALL 2020 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
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
Yoga Certification	Brittany Fay	\$250	60/40
Essential Oils	Beth Davidson	\$30	70/30
Adult Martial Arts	John Bishop	\$59	60/40
Self-Defense	John Bishop	\$59	60/40
Language			
Conversational French	Amy Page	\$100	70/30
Beginning Sign Language	Erin Trimble	\$115	70/30
Instant Italian	Robert Bertoldi	\$100	70/30
Spanish For Business	Gate Team	\$100	60/40
Conversational Spanish	Gate Team	\$100	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			
Where Does All My Money Go!	Matt Crabtree	\$100	70/30
Maximize Your Social Security	Olson & Lee	\$35	60/40
Women & Retirement	Olson & Lee	\$35	60/40
Stock, Bonds & Investing	Matt Crabtree	\$100	70/30
Basic Investing	Jason Micheli	\$35/\$52	60/40
Invest In Stock Market	Jason Micheli	\$35/\$52	60/40
Stock Trading	Matt Crabtree	\$299	70/30
Successful Money Management	Kirsten Iseminger	\$100	70/30
Music			
Introduction to Guitar	Edward Burns	\$100	70/30
Music Made Easy	Marianne Muraswski	\$100	70/30
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

SANTA ANA COLLEGE COMMUNITY SERVICES – FALL 2020 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
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	\$98	50/50
Dog Manners “Crash Course”	Dog Services Unlimited	\$88	50/50
Pet Sitting Business	Jeff Grognet	\$115	70/30
Real Estate			
Real Estate Investing	Johua Fuhrer	\$100	70/30
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
Travel			
Hollywood Lights & Cosmic Sights	Good Times Travel	\$69	70/30
Lanternman, Simon & Stearns	Good Times Travel	\$85	70/30
Cursing 101	Dahlia Quinonez	\$29	60/40
Become A Travel Agent	Dahlia Quinonez	\$42	60/40
Travel Do’s & Don’ts	Dahlia Quinonez	\$29	60/40

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

To: Board of Trustees	Date: July 13, 2020
Re: Approval of Santiago Canyon College Community Services Program for Fall 2020	
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. 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.

ANALYSIS

The Fall 2020 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.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Santiago Canyon College Community Services Program for Fall 2020 as presented.

Fiscal Impact: \$25,000 revenue	Board Date: July 13, 2020
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 2020

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate SCC/Presenter</u>
Active Adults			
Total Fitness	Lila Riesen	\$45	\$35/hour
Total Fitness –Circuit Training	Jeff Nolasco	\$45	\$35/hour
Tai Chi For Balance	Karen Mack	\$99	60/40
Meditation I-IV	Mariana Fischer-Militaru	\$45	\$35/hour
Yoga for Every Body	Mariana Fischer-Militaru	\$45	\$40/hour
Advanced Retirement Strategies	Pure Financial Advisors	\$49	No Charge
Retirement Planning Today	Pure Financial Advisors	\$49	No Charge
Animal Care			
Basic Dog Manners “Crash Course”	Dog Services Unlimited	\$88	50/50
Dog Obedience	Dog Services Unlimited	\$99	50/50
Frisbee Dogs! Catch the FUN!	Dog Services Unlimited	\$34	50/50
Arts & Crafts			
Silk Painting	Christie Campbell	\$99	\$30/hour
Printmaking for Fun	Deborah Goldman	\$120	60/40
Advanced Pastels	Dori Dewberry	\$120	\$35/hour
Drawing & Painting with Pastels	Dori Dewberry	\$120	\$35/hour
Holiday Cake/Cookie Decorating	Roxana Vela	\$79	60/40
Basic Buttercream Cake Decorating	Elizabeth Perreault	\$79	60/40
Basic Fondant Cake Decorating	Elizabeth Perreault	\$79	60/40
Cake Decorating Combo Class	Elizabeth Perreault	\$135	60/40
Knowing Architecture	Francik Khalili	\$135	\$30/hour
Watercolor Magic	Francik Khalili	\$135	\$30/hour
The Art of Balloon Twisting	Kim-Yen Gil	\$49	60/40
Beginning Jewelry Designs	Michelle Gharibian	\$119	\$30/hour
Character Development	Paul Frank	\$199	\$30/\$40/hour
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
Alcohol Server Certification	ED2GO	\$150	\$35/hour
Intro to Mixology	ED2GO	\$150	\$35/hour
How to Sell on EBay	Frances Greenspan	\$65	60/40
Accounting Basics	Glenn Villanea	\$129	\$30/hour
Intro/Advanced QuickBooks	Glenn Villanea	\$129	\$30/hour
Advanced Computer Aided Drafting	Jeff Covey	\$350	\$50/hour
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	\$350	\$55/hour
How to Start a Business in 5 Easy Steps	Julie Diebolt-Price	\$149	50/50
Medical Insurance Billing Certificate Program	Kris G. Patterson	\$150	60/40
Medical Front Office Certificate Program	Kris G. Patterson	\$25	60/40

SANTIAGO CANYON COLLEGE
Community Services Program – Fall 2020

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u> <u>SCC/Presenter</u>
<i>Business & Careers Continued</i>			
Start Your Own Billing Service	Kris G. Patterson	\$25	60/40
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
Become a Notary Public	Notary Public Seminars	\$99	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	\$59	60/40
Wholesale Auto Dealer	Ronald Williams	\$89	60/40
HR Certification Prep Course	HRCP	\$999	\$200/Student
Water Certification Continuing Ed Units	Stephen McLean	\$2,400	\$55/hour
Introduction to Voiceovers	Voices for All	\$29	60/40
<i>College For Kids</i>			
Chinese –Mandarin (Ages 8-12)	Grace Chou	\$99	\$30/hour
Chinese –Mandarin for Teens	Grace Chou	\$99	\$30/hour
Dungeons & Dragons I&II	Movies by Kids	\$169	\$145/Person
Hollywood Special Effects (Ages 7-13)	Movies by Kids	\$169	\$145/Person
Lego Flix (Ages 7-13)	Movies by Kids	\$169	\$145/Person
Balloon Twisting for Kids	Kim-Yen Gil	\$120	60/40
Party Tricks for Kids	Kim-Yen Gil	\$120	60/40
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
Beginner/Intermediate Spanish (Ages 10-14)	Sonia Maldonado	\$79	\$35/hour
Beginner/Intermediate Spanish (Ages 6-9)	Sonia Maldonado	\$79	\$35/hour
SAT Writing & Critical Thinking	Tremonisha Putros	\$99	\$45/hour
College Essay Writing	Tremonisha Putros	\$99	\$45/hour
Algebra (Grades 7-10)	Trizzie Hyunh	\$129	\$30/hour
Algebra I (Grades 8-10)	Trizzie Hyunh	\$129	\$30/hour
Geometry (Grades 9-11)	Trizzie Hyunh	\$129	\$30/hour
Pre-Algebra (Entering Grades 7-8)	Trizzie Hyunh	\$129	\$30/hour
ACT/SAT Test Prep	Trizzie Hyunh	\$129	\$30/hour
SAT 2 Test Prep –Math & Science	Trizzie Hyunh	\$129	\$30/hour
<i>Computers & Technology</i>			
Intro and Intermediate Publisher	ED2GO	\$99	65/35
Introduction to Lightroom/Photoshop	ED2GO	\$99	65/35
Music Production for DJ's	ED2GO	\$99	65/35
YouTube/ Video Editing Channel	ED2GO	\$99	65/35
Computer Basics	Glenn Villanea	\$69	\$30/hour
Computer Proficiency Combo Class	Glenn Villanea	\$299	\$30/hour

SANTIAGO CANYON COLLEGE
Community Services Program – Fall 2020

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate SCC/Presenter</u>
Computers & Technology Continued			
Introduction to Microsoft Windows	Glenn Villanea	\$69	\$30/hour
Managing Computer Files, E-Mail, Calendar	Glenn Villanea	\$69	\$30/hour
Microsoft Word - Part I/ Pat II	Glenn Villanea	\$69	\$30/hour
MS Excel – Part I/ Part II	Glenn Villanea	\$120	\$30/hour
Perfecting Power Point Proficiency	Glenn Villanea	\$120	\$30/hour
iPhones iPads and I'm Lost	Robert Cohen	\$39	50/50
Marketing with Facebook & Social Media	Robert Cohen	\$39	50/50
Dance			
Ballroom Dance	Diana Krivosheya	\$69	60/40
Beginning Social Dance	Diana Krivosheya	\$69	60/40
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
Martial Arts	John Bishop	\$99	60/40
Women's Self Defense	John Bishop	\$99	60/40
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
Adult Swim Lap	Premier Swim	\$99	60/40
Adult Water Aerobics	Premier Swim	\$99	60/40
Become A Certified Personal Trainer	W.I.T.S	\$650	\$499/ Participant
Language			
Italian for Beginners	Gate Language	\$99	\$35/hour
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/Tres	Rigoberto Barreto	\$99	\$30/hour
Spanish At Home	Rigoberto Barreto	\$99	\$30/hour
Spanish At Work	Rigoberto Barreto	\$99	\$30/hour
Money Matters			
DIY Stock Picking	Chase Metcalf	\$59/\$120	\$30/hour
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

SANTIAGO CANYON COLLEGE
Community Services Program – Fall 2020

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate SCC/Presenter</u>
<i>Money Matters Continued</i>			
Mutual Funds and Annuities Explained	Jalon O'Connell	\$45	No Charge
Stocks, Bonds and Mutual Bonds	Jalon O'Connell	\$49	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>			
Beginning & Intermediate Guitar	Ron Gorman	\$99	50/50
Beginning Ukulele	Ron Gorman	\$99	50/50
Guitar Ensemble	Sharon Sacks	\$99	\$30/hour
SCC Community Chorale	Lee Lee Truong-Sawicki	\$60	\$25/hour
<i>Online Classes</i>			
Online Courses	Education To Go	Varied	Varied
Online Courses	LERN UGotClass	Varied	50/50
<i>Personal Enrichment</i>			
What Were You Born To Do?	Curtis Adney	\$49	60/40
Feng Shui & Chinese Astrology	Kim-Yen Gil	\$59	60/40
<i>Real Estate</i>			
Real Estate Investments	Gustavo A. Duran	\$89	\$30/hour
<i>Special Interest</i>			
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
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
Save Money with Extreme Couponing	LeeAnne Krusemark	\$19	60/40
<i>Test Preparation</i>			
Online Driver's Education	Bay Area Driving School	\$25/\$45	50/50
<i>Travel</i>			
How to Become a Travel Agent	Dahlia Quinonez	\$120/\$59	\$30/hour
Hollywood Sights & Cosmic Lights	Good Times Travel	\$129/\$59	\$71-\$47/pp
Lanterman, Simon & Stearns	Good Times Travel	\$129/\$59	\$71-\$47/pp
Holiday Tours	Good Times Travel	\$129/\$59	\$71-\$47/pp

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**SANTIAGO CANYON COLLEGE – ORANGE EDUCATION CENTER**

To: Board of Trustees	Date: July 13, 2020
Re: Approval of Five Year Clinical Affiliation Agreement with New Orange Hills	
Action: Request for Approval	

BACKGROUND

Since spring 2016, the Santiago Canyon College Continuing Education Division (SCC CED) has offered a Nursing Assistant Program that requires students to complete 100 hours of supervised, clinical training at a local nursing facility. As such, in November 2016, the SCC CED entered into a five year agreement with New Orange Hills (NOH), a nursing facility located in Orange, CA so that students in the Nursing Assistant Program may complete the required training to be eligible for the State Nursing Assistant Examination. The agreement expired June 30, 2020 and NOH is interested in renewing the agreement for an additional five years.

ANALYSIS

Through this agreement, NOH will continue to provide classroom space, free-of-charge, to SCC CED to offer the required Nursing Assistant clinical training. SCC CED will continue to provide a Nursing Assistant instructor to supervise students at the NOH facility and will collect State apportionment for the training. Attached is a copy of the Clinical Affiliation Agreement that will be in effect July 14, 2020 through June 30, 2025.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Five Year Clinical Affiliation Agreement with New Orange Hills for the period of July 14, 2020 through June 30, 2025 as presented.

Fiscal Impact: Apportionment	Board Date: July 13, 2020
Prepared by: Jose Vargas, Vice President, Continuing Education	
Submitted by: John C. Hernandez, Ph.D., President	
Recommended by: Marvin Martinez, Chancellor	

STANDARD CLINICAL AFFILIATION AGREEMENT

This standard Clinical Affiliation Agreement (the "Agreement") is made and entered into between the Rancho Santiago Community College District, a public educational agency ("District") located at 2323 North Broadway, Santa Ana, California, on behalf of Santiago Canyon College ("College") located at 8045 E. Chapman, Orange, California, and New Orange Hills ("Clinical Facility"), located at 5017 E. Chapman, Orange, California.

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

WHEREAS, College is a duly accredited educational institution that conducts Certified Nurse Assistant Training program(s) (the "Program");

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

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

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

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

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

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

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

"College" shall refer to Santiago Canyon College, and each of its employees, agents, representatives and assigns;

"Clinical Facility" shall refer to New Orange Hills its parents, subsidiaries, related companies, and each of their officers, directors, employees, agents, representatives, successors, and assigns;

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

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

TERMS

1. Clinical Experience Rotation. Clinical Facility agrees to provide students of the Program who are specified by College with a clinical experience rotation ("Rotation"), in accordance with standards established by governmental agencies and recognized professional accrediting agencies, and subject to the terms and conditions of this Agreement.
2. Development of Curriculum. College shall be fully responsible for the development, planning, and administration of the program, including, without limitation, programming, administration, matriculation, promotion and graduation. College acknowledges and agrees that the Rotation is

intended to meet certain educational performance objectives, and College shall provide a copy of such performance objectives to Clinical Facility on or before student placement. Clinical Facility shall be fully responsible for the availability and appropriateness of the learning environment in relation to the program's written objectives.

3. Exposure to Bloodborne Pathogens. Program students and college faculty will comply with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992 (the "Regulations"), including but not limited to responsibility as the employer to provide all program students with (a) information and training about the hazards associated with blood and other potentially infectious materials, (b) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (c) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (d) information as to the reasons the program student should participate in hepatitis B vaccination and post-exposure evaluation and follow-up.
4. Applicable Procedure: Acceptance. College agrees to provide Clinical Facility with a list of the name(s) of students who will be participating in a rotation.
5. Nondiscrimination. The parties agree not to discriminate in the selection, placement or evaluation of any student or faculty member because of race, creed, national origin, religion, sex, marital status, age, handicap, and/or medical condition. The Rancho Santiago Community College District complies with all Federal and state rules and regulations and does not discriminate on the basis of race, color, national origin, gender or disability. This holds true for all students who are interested in participating in educational programs and/or extracurricular school activities. Harassment of any employee/student with regard to race, color, national origin, gender or disability is strictly prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to District's Title IX Officer and/or Section 504/ADA Coordinator.
6. Academic Year. The academic year consists of Fall, and Spring semesters, Summer session and Winter break intersession.
7. Rotation Schedule. The rotation schedule shall be determined by College and Clinical Facility and may be amended from time to time by agreement of the parties. The number of students in each rotation shall be limited to a number mutually agreed upon by both parties, not to exceed the number specified by the accrediting agency(s).
8. Orientation. Clinical Facility and College shall provide an orientation for assigned students and faculty participating in each rotation.
9. Compliance with Clinical Facility Rules. Clinical Facility shall make available all applicable governing instruments, policies and procedures, rules and regulations of Clinical Facility to each student participating in a rotation, and student shall comply with these rules.

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

10. Confidentiality of Patient Records. Students and faculty understand and agree that Clinical Facility's patient files are confidential.
11. Clinical Coordinator (College). College agrees to designate a coordinator for each program. The coordinator, who may be an academic instructor, shall be responsible for all teaching activities.

12. Clinical Advisor (Clinical Facility). Clinical Facility agrees to designate a clinical advisor or coordinator who shall provide input to the clinical performance and evaluation of student(s), be a resource person for College's faculty and students, and shall communicate with the clinical coordinator designated by College regarding the proposed curriculum and the performance of individual students and shall arrange formal orientation to the facility for the faculty and students.
13. Supervision of Students. The supervision and direction of students while on site at Clinical Facility shall be the responsibility of the Clinical Coordinator (College) or designee as guided by the instructional objectives. No direct, hands-on patient care shall be provided by participating students at Clinical Facility, except in accordance with all applicable laws, Clinical Facility and Medical Staff rules, regulations, policies and procedures. District recognizes the patients' rights to refuse care provided by a student at Clinical Facility.
14. Removal of Students. Clinical Facility retains the right to exclude any student at any time from any clinical area. Any student who is asked to leave by Clinical Facility shall do so promptly and without protest. Clinical Facility shall also have the right, at any time, to request College to remove a student permanently from the rotation. Except as otherwise provided under any approachable policies, procedures, rules, regulations, and/or under any law, any such removal shall not require compliance with any notice, hearing or other procedural requirements.
15. Patient Care. Nothing in this Agreement shall be construed as conferring any right or duty upon College, its students or faculty members, to control or direct patient care or operations at Clinical Facility. Clinical Facility shall maintain sole responsibility and accountability for patient care and shall provide adequate staffing in number and competency to ensure safe and continuous health care during the term of this Agreement.
16. Student Evaluation. In the case of direct supervision of the students by the Clinical Instructor (College), he/she shall be responsible for student(s) evaluation. Unless otherwise mutually agreed between the Clinical Coordinator (College) and the Clinical Advisor (Clinical Facility), Clinical Facility may be responsible for submitting input to the Clinical Coordinator evaluating and appropriately documenting the performance of each student in the clinical rotation. The appropriate forms shall be provided by the Clinical Coordinator. Nothing herein shall be construed as a guarantee by or obligation of Clinical Facility regarding the performance of any student during the rotation. College shall keep records on the progress and evaluation of each student's clinical experience during a rotation for a period of three (3) years following the end of the specific rotation in which the student is involved.
17. Ongoing Communication. College has the privilege of regularly scheduled meetings with Clinical Facility staff, including both selected unit personnel and administrative level representatives for the purpose of interpreting, discussing, and evaluating College's health care programs at a mutually agreed upon time.
18. Materials. College agrees to provide students with all educational material required during the clinical program.
19. Medical Library. Clinical Facility agrees to provide students with access to the Medical Library during its normal business hours, if applicable.
20. No Payments or Other Remuneration. College agrees that no fees or monetary payments of any kind shall be exchanged between Clinical Facility, its agents and employees, and College, its agents, employees and students under the terms of this Agreement. Further, neither College, its staff members, nor other representatives, shall attempt to bill or collect from any patient or from any other source fees for services provided to patients by said student.

The only exception shall be when Clinical Facility and College mutually agree to pay a Clinical Advisor a stipend for duties directly related to College's program.

21. No Right to Employment. The parties agree that the students of College shall not be considered employees, agents or volunteers of Clinical Facility, nor shall any student be entitled to any right, compensation, or other benefits normally afforded to employees of Clinical Facility, including but not limited to, Social Security, unemployment and workers' compensation insurance.
22. Insurance Carried by the District. District shall, 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 with coverage for incidental contracts.
 - b. Professional liability insurance for staff and 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. Workers' Compensation coverage for staff and students participating in the rotation.
 - d. Such other insurance in amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.
 - e. District will provide Certificates of insurance that includes thirty (30) days' notice of cancellation, modification, or reduction in said insurance to Clinical Facility within 10 days of execution of this agreement.
23. 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 with coverage for incidental contracts.
 - b. Professional liability insurance for itself and each of its employee(s), partners, and/or representatives providing professional services at Clinical Facility, except for District's students and College faculty, in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate
 - c. Workers' Compensation insurance covering Clinical Facility's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
 - d. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.
 - e. Clinical Facility will provide Certificates of insurance that includes thirty (30) days' notice of cancellation, modification, or reduction in said insurance to District within 10 days of execution of this agreement.
24. Student Health Records. Any student participating in a rotation shall, at the request of Clinical Facility, provide a current statement from his or her physician that the student is in good health and capable of participating in the rotation. Clinical Facility, upon request, may require that any student returning from an extended absence caused by illness or injury submit to a physical examination or present a statement from a physician indicating that the student is capable of resuming clinical activities. Any such physical examination shall be the financial responsibility of the student.

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

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

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

27. Verification. College warrants and represents that it has obtained all necessary approvals and consents from any and all agencies to enable Clinical Facility to offer the rotation to College's students participating in the Program. If requested by Clinical Facility, College will provide Clinical Facility with verification that the Program is duly licensed, duly accredited and/or certified, as applicable, by appropriate agencies. District covenants and agrees that at all times during the term hereof it shall retain such licensure, accreditation and/or certification, and its Program and faculty members shall continue to meet any and all federal, state and local requirements.
28. Indemnification. 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).
29. Indemnification. 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.
30. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
31. Assignment. Neither party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other party which can and may be withheld by either party in its sole and absolute discretion.
32. Effective Date and Termination. This agreement shall be binding and deemed effective July 14, 2020 and shall remain in effect until June 30, 2025 unless sooner terminated by either party in accordance with this section.
- a. Either party may terminate this Agreement without cause by giving sixty (60) 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.
 - b. 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.

- c. Notwithstanding the foregoing, in the event the Program is discontinued by College during its Term, this Agreement shall immediately terminate without further action by the parties hereto.

33. 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.

34. Notices. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U. S. mail. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of ten (10) days after mailing.

To Clinical Facility:

Talmadge Cline, Facilities Administrator
New Orange Hills
5017 E. Chapman Avenue
Orange, CA 92869

To College:

Chrissy Gascon, Executive Director
Santiago Canyon College
8045 E. Chapman Avenue
Orange, CA 92869

With a copy to:

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

35. 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.

Signature page to follow.

Clinical Facility

By: _____

Typed Name: _____

Title: _____

Date: _____

Rancho Santiago Community College District

By: _____

Typed Name: Peter J. Hardash

Title: Vice Chancellor, Business Operations/Fiscal Services

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTIAGO CANYON COLLEGE – ORANGE EDUCATION CENTER

To: Board of Trustees	Date: July 13, 2020
Subject: Approval of a Two-Year Memorandum of Understanding with the Orange County Probation Department to Provide Vocational and Educational Programs for Youth	
Action: Request for Approval	

BACKGROUND

The Orange County Probation Department (OCPD) is requesting to enter into a Two-Year Memorandum of Understanding (MOU) with the Rancho Santiago Community College District (RSCCD), on behalf of Santiago Canyon College (SCC), to provide credit and noncredit Vocational and Educational Programs for youth who are primarily housed at the Orange County Juvenile Hall in Orange, California. Attached is the Two-Year MOU (SCC Contract # 20-0713C) that describes the roles and responsibilities of the Orange County Probation Department and SCC. The term of the MOU shall commence upon the execution of all required signatures from both parties and shall continue for two calendar years from that date.

ANALYSIS

In 2016, the passage of AB 2306, reduced the number of credits required for the completion of a high school diploma from 230 credits to 130 credits for youth in juvenile detention facilities, leaving many incarcerated youth with no further educational opportunities. This MOU will allow SCC to provide additional training/educational opportunities by providing credit and noncredit classes/programs to youth housed at the Orange County Juvenile Hall located at 331 The City Drive, Orange, CA 92868, or at other facilities that are located within RSCCD's service area. Through this agreement, the Orange County Probation Department and SCC will work jointly to coordinate the activities of the program and to select the students to participate in the program. The Orange County Probation Department will provide classroom space at no cost to SCC and SCC will provide courses and programs to facility students, including instructors and counselors, at no cost to the Orange County Probation Department. SCC will collect State apportionment for facility students who enroll and attend these classes/programs.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Two-Year Memorandum of Understanding with the Orange County Probation Department to Provide Vocational and Educational Programs as presented.

Fiscal Impact: Apportionment	Board Date: July 13, 2020
Item Prepared by: Jose F. Vargas, Vice President, Continuing Education	
Item Submitted by: John C. Hernandez, Ph.D., President	
Item Recommended by: Marvin Martinez, Chancellor	

MEMORANDUM OF UNDERSTANDING
between
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, ON BEHALF OF
SANTIAGO CANYON COLLEGE
and
ORANGE COUNTY PROBATION DEPARTMENT
FOR VOCATIONAL AND EDUCATIONAL PROGRAMS

Background: In order to provide the youth with additional educational opportunities, Orange County Probation Department ("Probation") is seeking to collaborate with Santiago Canyon College ("SCC") to provide Vocational and Educational Programs (Programs) for the youth ("Facility Students") primarily at the Orange County Juvenile Hall ("Facility") or in other locations as needed.

This Memorandum of Understanding ("MOU") is, between SCC and Probation for the purpose of establishing mutually understood standards of cooperation between the parties regarding the participation of College in academic opportunities (the "Program") at the Facility.

1.0 MOU TERM:

The term of this MOU shall commence upon the execution of all necessary signatures by both parties and shall continue for two calendar years from that date ("Term"). This MOU may be extended in one-year increments by written agreement of both Parties. Either party may terminate at any time and no cause is required to terminate.

2.0 ROLES AND RESPONSIBILITIES OF SCC:

- A. SCC shall designate a staff member to coordinate, with a designee of Facility, the activities of the Program and administration of this MOU pursuant to the terms and conditions contained herein.

- B. SCC staff participants agree to comply with the National, State, and local standards and requirements of Federal Public Law 108-79 dated September 4, 2003, also known as the Prison Rape Elimination Act of 2003 (PREA), and 28 CFR 115, as they are applicable on the date of enactment or as they may be subsequently amended, inclusive of all ensuring standards which may be forthcoming. These requirements include but are not limited to monitoring for compliance with the PREA, and reporting incidents of sexual misconduct between wards/non-minor dependents and/or staff to Probation.

- C. SCC staff participants agree to comply with Juvenile Court Administrative Orders of Orange County Superior Court, attached hereto as (Attachment A), and incorporated by reference: (a) Order No. A-100-2-2013 "Juvenile Court Proceedings: Media and Public Access; Confidentiality; Photography/Audio/Video Recording" dated January 21, 2014; and (b) Order No. 12/003-903 – "Exchange of Information" dated May 7, 2018. Said Juvenile Court Administration Orders govern confidentiality of juvenile probation records. The foregoing Juvenile Court Administrative Orders were adopted in accordance with applicable sections of the Welfare and Institutions Code, and all other applicable statutes, court orders, and case law. No access, disclosure or release of information regarding a juvenile who is the subject of Juvenile Court Proceedings or any other juvenile record information as discussed in said Juvenile Court

Administrative Orders, shall be permitted, except as authorized. If authorization is in doubt, no such information shall be released without the prior approval and consent of the Judge of the Juvenile Court.

Juvenile Record Information is understood to include all records and data, which identify the subject of the information, and as respects any aspect of the administration of the Juvenile Court of the State of California. Such information includes, but is not limited to the subject's offense history, social history, all information of a diagnostic or evaluative nature, and any other personal or confidential data which can be traced to the individual whether generated by SCC or not. SCC shall be responsible for safeguarding all information provided by Probation for use by SCC.

- D. SCC staff who will provide services under this MOU will be required to complete a security clearance form so that the Probation may conduct a background check on the college faculty, which is required for any person entering the secured areas of the Facility. In the absence of a completed background check, the SCC Faculty participant will not be allowed into the facility. SCC shall ensure that the security clearance forms are submitted at the inception of the MOU and annually thereafter for any continuing participant from SCC. SCC shall require all faculty participants to complete a form and obtain clearance for entry into Facility. SCC shall require that if any faculty participant is charged with and/or convicted of a crime (not including traffic citations) during the course of any calendar year, that such participant will submit a revised security clearance form so a new background check can be run and determination made about whether the faculty participant should retain their clearance.

- E. SCC must pass the Probation's security clearance and meet all requirements as set forth below:
 - E.1 - SCC staff assigned to perform the work under this MOU shall be subject to background check in accordance with Section D above. Clearance must be updated and renewed for every staff every five (5) years until contract expires.

 - E.2 - No SCC staff shall perform the work under this MOU that **has not** received prior clearance from the Probation Department.

 - E.3 - SCC shall be responsible for submitting updated security clearance requests in order to renew the security clearances. An updated request shall be submitted at least thirty (30) County working days prior to the expiration of an existing clearance; a security clearance is valid for five (5) years from the date of issuance or until the MOU expires or the employee separates from company. If SCC fails to provide a timely updated security clearance request, resulting in a lapse of that security clearance, SCC shall be removed from the County property.

 - E.4 - SCC staff assigned to perform services under this MOU shall complete the CLETS Private Contractor Management Control Agreement form (attached hereto as Attachment B)

- F. In the event SCC receives a complaint that a SCC Faculty participant, a Facility Student, or a Facility employee, has violated the law, procedures or policy stated in this MOU or otherwise applicable to SCC Faculty, Facility Students or Facility employees, SCC shall immediately notify the Probation Director, or designee. At the Facility's option, an investigation may be conducted into any allegation that any SCC Faculty participant, Facility student, or Facility employee has violated any law, procedure or policy stated in this MOU or otherwise applicable under the law. SCC agrees that, at the Facility's option, a SCC Faculty participant may be removed from providing services under this MOU while any such investigation is pending and may remain removed if the allegations are confirmed following the investigation. SCC may request that a Facility Student and/or Employee against whom such an allegation has been made may be removed from the program while an investigation is pending and may remain removed from the program if the allegations are confirmed.

Probation shall have exclusive authority to conduct an investigation into such matters and to determine the extent of the investigation necessary. The results of any such investigation shall be final, with no right to appeal a determination that a SCC Faculty participant will remain removed from the program. Facility students and/or employees will have rights of grievance and/or appeal as provided under law, regulation and/or contract. SCC may have access to the records of any such investigation as allowed by law.

- G. In connection with their enrollment in Programs offered by SCC, SCC will make available to the Facility Students necessary information regarding all Programs it will administer at the Facility hereunder.
- H. SCC and Facility will jointly select the Facility Students to participate in the Program.
- I. SCC will evaluate each Facility Student's academic performance relative to the requirements of the respective Programs administered and shall solely determine whether such performance satisfies the applicable requirement(s).
- J. SCC Faculty participants shall provide progress reports of Facility Students at the completion of each term to Probation's Director or designee to evaluate the success of the program.
- K. SCC Course calendar and timeframes for course completion shall be consistent with SCC standards.
- L. SCC shall provide Programs that meet the requirements of the Transfer Credit Policies and Guidelines of SCC. SCC will ensure the college credit courses are transferrable to SCC campus or other colleges accredited by the Commission for Community and Junior Colleges (ACCJC) of the Western Association of Schools and Colleges (WASC).

- M. SCC shall provide courses and programs to the Facility Students at no cost to Probation. For credit courses, tuition will be covered at no cost for Facility Students who qualify for scholarships, Community College Promise Grant and/or Pell Grant. Tuition fees for those Facility Students who do not qualify for scholarships, Community College Promise Grant and/or Pell Grant will be paid by the Facility Student's parent(s), guardian(s) or other funding source. SCC shall waive any additional fees related to registering the Facility Students and shall provide instructional materials, including classroom sets of books. All electronic transcripts and the first two printed transcripts are provided at no cost.
- N. Any emergency situation affecting the welfare of the Facility Students including but not limited to escape, riot, fire, flood, and natural disaster shall be immediately communicated to the Probation Director or designee.
- O. SCC shall provide Probation with a Certificate of Self-Insurance upon request evidencing Commercial General Liability with limits of \$1,000,000 per occurrence and a \$2,000,000 aggregate, Sexual Misconduct with a limit of \$1,000,000 per occurrence, Auto Liability with a limit of \$1,000,000 per occurrence and Workers' Compensation with statutory limit and Employer's Liability with a \$1,000,000 limit including a waiver of subrogation in favor of the County of Orange.

3.0 FACILITY ROLES AND RESPONSIBILITIES

- A. Facility shall appoint a Probation Administrator, or designee for the supervision of the program and to oversee the daily operation and administration of this MOU pursuant to the terms and conditions contained herein.
- B. Facility shall, for each SCC participant in the Program, provide an orientation to its mission, programs, community members it serves, security procedures, relevant internal policies, and any other necessary training.
- C. Facility shall provide, at no cost to SCC, classroom space commensurate with and appropriate for the number of Facility Students and course requirements. Facility shall provide SCC, utilities and parking; facility space will be available for use on a drop-in basis. SCC shall have no possessory interest in any space made available by Facility for the purposes of providing the services specified in this MOU. Facility shall provide library access and existing tools or resources for SCC Faculty participant as necessary to meet the objectives of the Program and for the performance of those services and activities agreed upon by the parties hereto.
- D. Facility shall, allow a minimum of twenty (20) mutually selected Facility Students to be enrolled in each SCC Program (credit and noncredit) course provided pursuant to this MOU, subject to maximum capacity restrictions of the assigned classroom space imposed by law. If minimum participants are not met, courses can be cancelled at the discretion of SCC at no cost to Probation.

- E. Probation shall have sole responsibility to conduct a background check of all SCC Faculty participants, to include at a minimum, a state and county criminal history check where such individual resides and a search of the national and California state sex offender registries.
- F. In the event Facility receives any complaint that a SCC Faculty participant, Facility Student and/or Facility Employee has violated the law, procedures or policy stated in this MOU or otherwise applicable to SCC Faculty it shall be immediately reported to Probation Director, or designee and to SCC. At the Facility's option, an investigation may be conducted into any allegation that any SCC Faculty participant, Facility Student and/or Facility employee has violated any law, procedure or policy as described herein or otherwise applicable to them as a matter of law. At the Facility's option a SCC Faculty participant may be removed from providing services under this MOU while any such investigation is pending and may remain removed if the allegations are confirmed following by the investigation. Facility agrees that SCC may request that a Facility Student and/or Employee against whom an allegation has been made may be removed from the program while an investigation is pending and may remain removed from the program if the allegations are confirmed. Probation shall have exclusive authority to conduct an investigation into such matters and to determine the extent of the investigation necessary. The results of any such investigation shall be final, with no right to appeal a determination that a SCC Faculty participant will remain removed from the program. Facility students and/or employees who are permanently removed from the program as the result of an investigation hereunder will have rights of grievance and/or appeal as provided under law, regulation and/or contract.
- G. Facility shall at all times maintain a secure, safe, and professional environment for the Program and shall be solely responsible therefor and for the safety and security of all participants in the Program, including SCC faculty participants. SCC faculty participants will ensure that security procedures and relevant internal policies are adhered to at all times.
- H. Probation represents and warrants that it has full authority and power to execute this MOU and to bind and obligate, without restriction or encumbrance, itself and Facility to perform all of their respective duties and obligations under this MOU.
- I. Probation represents and warrants that Facility is and will remain in compliance with all applicable federal, state, or local laws and regulations necessary to operate its facilities and possesses all applicable licensure, certifications, permits and accreditation required to perform its duties and obligations hereunder.
- J. Facility shall not hire any officer or employee of SCC to perform any service covered by this MOU. If the work is to be performed in connection with a Federal contract or grant, Facility shall not hire any employee of the United States government to perform any service covered by this MOU.

- K. Probation affirms that to the best of its knowledge there exists no actual or potential conflict between its or Facility's employees' family, business or financial interests and the services provided under this MOU, and in the event Probation becomes aware of changes in either private interests or service under this agreement, Probation shall promptly notify SCC thereof in writing.
- L. Facility employees or officers shall not be in a reporting relationship to a SCC employee who is a near relative, nor shall the near relative be in a decision-making position with respect to Facility.
- M. Probation shall provide SCC with a Certificate of Self-Insurance upon request evidencing Commercial General Liability with limits of \$1,000,000 per occurrence and a \$2,000,000 aggregate, Auto Liability with a limit of \$1,000,000 per occurrence and Workers' Compensation with statutory limit and Employer's Liability with a \$1,000,000 limit.

4.0 MUTUAL REPRESENTATIONS AND OBLIGATIONS

- A. Probation Director or designee, and SCC staff shall meet at least quarterly regarding the operation of the program.
- B. The Programs schedules will be mutually agreed upon Parties.
- C. Subject to the minimum set forth in paragraph 3.0, D, above, the precise number of Facility Students able to participate at Facility under this MOU shall be determined by mutual agreement of the Parties.
- D. The Parties agree that regardless of the nature or extent of the acts performed by them, SCC participants shall not be considered employees of Facility for any purpose, including but not limited to worker's compensation or employee benefit programs, and they shall not be entitled to any monetary remuneration for activities performed by them pursuant to this MOU.
- E. The Parties acknowledge that SCC faculty participants shall not be substituted for Facility staff or expected to perform duties ordinarily performed by Facility staff.
- F. Notices required or permitted to be provided under this MOU shall be in writing and shall be deemed to have been duly given if mailed first class as follows:

To Probation:

Orange County Probation Department
1055 N. Main Street
Santa Ana, CA 92701
Attn: Michael Macias, Contract Development and Administration Manager
Tel: 714-645-7009

With a copy to:

Orange County Juvenile Hall
331 The City Drive
Orange, CA. 92868
Attn: Daniel Hernandez
Tel: 714-935-6660

To SCC:

Santiago Canyon College
8045 E. Chapman Avenue
Orange, CA 92869
Attn: Vice President of Continuing Education
Tel: 714-628-5910

- G. Both parties acknowledge that they are independent contractors, and nothing contained in this MOU shall be deemed to create an agency, joint venture, franchise or partnership relationship between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, nor shall anything contained in this MOU give or be interpreted as intending to give any right of any kind to third persons who are not parties to this MOU.
- H. Neither party hereto shall have the right, directly nor indirectly, to assign, transfer, convey or encumber any of its rights under this Agreement without the prior written consent of the other party hereto. Subject to the foregoing, this MOU shall be binding upon and inure to the benefit of the respective successors and assigns of the SCC and Facility.
- I. Neither party shall use the other institution's name, or any name that is likely to suggest that it is related to the other institution, in any advertising, promotion or sales literature without first obtaining the written consent of the other institution.
- J. Any failure of a party to enforce that party's right under any provision of this MOU shall not be construed as or result in a waiver of said party's subsequent right to enforce any provisions contained herein.
- K. If any term or provision of this MOU is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this MOU shall be interpreted as if such term or provision had never been contained in this MOU.
- L. This MOU shall be governed by the laws of the State of California. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such action shall be Orange County, California.
- M. This MOU may be executed in one or more counterparts. Further, the parties may execute this MOU via fax or electronic transmission. A true and correct copy of the

MOU, as executed by the parties, may be used in place of an original for all purposes permitted by law.

- N. Parties prohibit discrimination against any member of their communities on the basis of race, color, religion, sex, age, national origin, sexual orientation, disability, or veteran status in matters of admissions, employment, housing, or services or in the educational programs or activities they operate. Harassment, whether verbal, physical, or visual, that is based on any of these characteristics is a form of discrimination. Parties also prohibits sexual harassment of any member of their communities. This includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Probation and Facility shall inform all of its employees, Facility Students, subcontractors and agents (and the employees of their subcontractors and agents) that discrimination, harassment and sexual harassment are a violation of policy, and will not be tolerated in connection with the services provided hereunder. Probation and Facility shall remove any of their employees or Facility Students or those of its subcontractors or agents who improperly conduct themselves and violate this policy.
- O. Parties agree to mutually indemnify, defend, and hold one another harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services provided under this MOU, any conditions of the facility, actions of the Facility Students, or other performance pursuant to this MOU. If judgment is entered against SCC and Probation by a court of competent jurisdiction because of the concurrent active negligence of Probation or SCC, SCC and Probation agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment nor is either party entitled to attorney's fees.
- P. By mutual written agreement, the Parties may amend this MOU to add additional fieldwork opportunities for Facility Students.
- Q. In addition to any other remedies or rights they have by law, Parties have the right to immediately terminate this MOU without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of MOU, any misrepresentation or fraud on the part of the Parties

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized officers, as of the Effective Date.

Jose Vargas Vice President, Continuing Education
Name Title

Signature Dated

**The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief of Financial Officer; 4) Assistant Treasurer.*

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

Signature Dated

COUNTY OF ORANGE

By: _____
Steven J. Sentman
Chief Probation Officer

Dated: _____

ATTACHMENT A

Orange County Superior Court Policies:

Juvenile Court Administrative Order No. A-100-2-2013 –
Public Access and Media; Confidentiality; Photography/Audio/Video Recording

Juvenile Court Administrative Order No. 12/003-903 –
Exchange of Information



Chambers of
MARIA D. HERNANDEZ
PRESIDING JUDGE OF JUVENILE COURT

Superior Court of California County of Orange

341 THE CITY DRIVE
ORANGE, CA 92868
PHONE: (657) 622-5502

Orange County Juvenile Court Administrative Order: A-100-2-2013 Juvenile Court Proceedings: Media and Public Access; Confidentiality; Photography/Audio/Video Recording.

A. Applicability of Order:

1. This administrative order shall supplement Welfare and Institutions Code, Sections 346, 676, 676.5, and California Rules of Court, Rule 5.530, regarding the admittance of persons, agencies and organizations to juvenile court proceedings. (All statutory references shall be to the Welfare and Institutions Code, and all references to rules shall be to the California Rules of Court, unless otherwise noted.) To the extent that this order conflicts with Sections 346, 676, 676.5, or Rule 5.530, the statute or rule shall control.
2. This administrative order shall supplement California Rules of Court, Rule 1.150, and Orange County Superior Court, Local Rules 180 and 906, regarding media coverage of courtroom proceedings, and shall be applicable only as to the proceedings of the Orange County Juvenile Court. To the extent that this order conflicts with Rule 1.150 (as constrained by Sections 346 and 676, or Rule 5.530), or Local Rule 180, the rules shall control.
3. This administrative order shall supplement Section 827(a)(4), and Orange County Superior Court, Local Rule 903.3, regarding the non-dissemination of information relating to the content of the juvenile case file or proceedings, and shall apply to all persons who are permitted access to juvenile court proceedings. To the extent that this order conflicts with Section 827, or Local Rule 903.3, the statute or rule shall control.
4. This administrative order supersedes all prior Juvenile Court administrative orders addressing public and/or media access, including administrative orders number 11/010-903 and 11/009-906, the Juvenile Court Exchange of Information and Media Policy, signed September 23, 2010, and all such orders are rescinded. All prior miscellaneous orders authorizing access to specifically identified persons or organizations remain in full force and effect, unless expressly rescinded by the Presiding Judge of Juvenile Court.

B. Admission to Juvenile Court proceedings:

1. Except as otherwise addressed herein, the persons entitled to be present at Juvenile Court proceedings are those persons described in Sections 676 and 676.5, and Rule

5.530. No other person shall be admitted into a Juvenile Court proceeding, except upon express authorization of a judicial officer of the Juvenile Court, pursuant to this order.

2. All assigned judicial officers of the Juvenile Court shall have the discretion to admit into their assigned courtroom, only, any person who may be admitted, pursuant to Sections 346 and 676, and Rule 5.530. No Juvenile Court judicial officer, except the Presiding Judge of Juvenile Court, shall have the discretion to admit such persons to any other courtroom other than the judicial officer's own courtroom.
3. Members of the "media", as defined in Rule 1.150, shall be admitted to Juvenile Court proceedings to the same extent and under the same limitations as members of the public are admitted, pursuant to Section 676(a), for the crimes listed in subdivisions (1) through (28). Members of the media shall be subject to all orders of the Court issued pursuant to subdivisions (b), (c), (d) and (e), of Section 676.
 - a) No Juvenile Court judicial officer, except the Presiding Judge of Juvenile Court, shall have the authority to authorize the admission of members of the media to any Juvenile Court proceeding, except pursuant to Section 676(a).
 - b) No Juvenile Court judicial officer, except the Presiding Judge of Juvenile Court, shall have the discretion to authorize "media coverage", as defined in Rule 1.150 (regarding photographing, recording or broadcasting), as to any Juvenile Court proceeding, including public proceedings pursuant to Section 676(a).
 - c) Authorization for media coverage, by the Presiding Judge of Juvenile Court, shall be made pursuant to Rule 1.150, Local Rule 180, and this administrative order.
4. All persons with a direct and legitimate interest in the particular case or the work of the court desiring admission to Juvenile Court proceedings (except those admitted into a specific courtroom by the assigned judicial officer), including persons conducting research, students, public or private agencies and organizations, and members of the news media, shall seek authorization from the Presiding Judge of Juvenile Court, by contacting Juvenile Court Administration.
 - a) In the exercise of its sound discretion in determining whether to authorize admission, the Presiding Judge of Juvenile Court considers and balances many competing factors, including:
 - The stated reason or purpose for seeking access;
 - The agency or organization with whom the person seeking access is associated with, if any, and the function, purpose, mission and goals of the agency or organization;
 - Whether the person is seeking information of a general nature about the Court or the juvenile justice system, or information regarding a particular case, minor, family or party to a matter;
 - The age of the minor[s] and the alleged facts and circumstances of the case or cases to which the requesting person is seeking admission;
 - The privacy and confidentiality rights of the children and caretakers before the court and the highly sensitive nature of the child and family issues involved in the cases before the Juvenile Court;
 - The stated concerns or objections of any party to the matters pending before the Court as to the admission of the requesting person;
 - The best interests of all minors with matters pending with the Court;

Page 3

- The feasibility of orders and measures to prevent or mitigate any negative impact to the child;
 - The beneficial societal values promoted by public access. (See: *San Bernardino County v. Superior Court* (1991) 232 Cal.App.3d 188, 210 – 203.)
- b) Persons seeking admission to Juvenile Court proceedings may submit a request in writing that addresses the factors listed in subparagraph (a).

5. Except for persons associated with a party to a particular case whose presence was requested by the parent, guardian or minor, all persons admitted into Juvenile Court proceedings, because they have been determined to have a direct and legitimate interest in the particular case or the work of the court, before attending a proceeding, shall be required to report to Juvenile Court Administration to sign an acknowledgement of the provisions of this administrative order.

C. Prohibition against publication or dissemination of information regarding Juvenile Court proceedings:

1. Pursuant to Sections 300.2 and 827(a)(4), Local Rule 903.3 is reiterated, to wit: with the exception of cases involving offenses listed in Section 676, any member of the public admitted into a Juvenile Court proceeding shall not publish or disseminate any information regarding any matter heard by the Juvenile Court, including but not limited to: the identity of any party, attorney, probation officer, social worker, witness, therapist; the allegation made in the petition[s]; the facts and circumstances of the matter; the orders and findings by the Court, unless permitted by statute, rule or court order.
- a) The terms "publish or disseminate" means: revealing information to any person, by any means, including through television, radio, newspapers, magazines, email, the Internet, or any form of social media, such as Facebook, Twitter, YouTube, Instagram, blogs, or any other form of personal communication.
2. News media, researchers, students or academic institutions may publish or disseminate of information regarding Juvenile Court proceedings only to the extent authorized and limited by an express order by the Presiding Judge of Juvenile Court.

D. Use of cellular telephones, recording or photographing Juvenile Court proceedings:

1. Use of cellular phones in a Juvenile Court courtroom by all persons is prohibited. Use of cellular phones includes: making or receiving phone calls, making or replying to text messages, accessing for any purpose the Internet, including posting messages on Facebook, Twitter or Instagram, or playing games.
- a) Persons may utilize cellular phones in the public hallways of the courthouse, so long as such use does not disrupt the operation and business of the Court.
- b) Orange County Sheriff's Department personnel are authorized to admonish or remove from the courtroom any person using a cellular device in a courtroom or disrupting the operation and business of the Court, immediately seize the cellular device, and/or remove the person from the courthouse.
2. The Court finds that use of cellular telephones in the courtroom by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court

staff is necessary for the efficient operation and conduct of Court proceedings. Therefore, such persons are authorized to use such devices in the courtroom, so long as such use is related to Court proceedings and operations, the proceedings and operations of the business of such person's agencies and firms, or other business related matters.

- a) Use of cellular devices by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff may not disrupt the proceedings before the Court.
 - b) All judicial officers of the Juvenile Court may make orders further limiting or prohibiting the use of cellular devices by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff in the judicial officer's assigned courtroom.
3. No person (including attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff) may take photographs or make audio and/or video recordings of any Juvenile Court proceedings.
 - a) Juvenile Court adoption proceedings may be photographed and/or recorded, solely for the personal use of the family. All judicial officers of the Juvenile Court may make orders further limiting or prohibiting such recording in the judicial officer's assigned courtroom.
 4. Photography, audio or video recording, by any means, by members of the public and the media is prohibited in any part of the Lamoreaux Justice Center, including the lobby areas, hallways, stairs, elevators, conference rooms or areas, unless expressly authorized by the Presiding Judge of Juvenile Court.

E. Media admission and coverage of Juvenile Court proceedings:

1. **Requests for admission of media:** Other than members of the media admitted pursuant to Section 676(a), all requests by members of the media to be admitted to Juvenile Court proceedings shall be directed to the Presiding Judge of Juvenile Court.
 - a) Members of the media seeking admission to Juvenile Court proceedings may make such requests in writing, addressing the factors the Court considers and balances concerning the admission of persons with a direct and legitimate interest in a particular case or the work of the Court.
2. **Requests for "media coverage":** All requests for "media coverage" (for photographing, recording or broadcasting) of any Juvenile Court proceeding, including proceedings under Section 676(a), shall be made in compliance with Rule 1.150, Local Rule 180 and this administrative order, and by submitting to the Presiding Judge of Juvenile Court Judicial Council forms MC-500 and MC-510.
 - a) Forms MC-500 and MC-510 shall be filed at Juvenile Court Administration (Lamoreaux Justice Center, second floor), in person or by facsimile (622-657-8384). Requests for media coverage of a matter set for a morning hearing shall be filed by 4:00 p.m. of the prior business day, and requests coverage of an afternoon hearing shall be filed by 10:00 a.m. the day of the hearing. Failure to timely file a request may result in the denial of coverage for that reason.

- b) Upon receipt of a request for media coverage, Juvenile Court Administration shall immediately deliver the request to the Presiding Judge of Juvenile Court and to the Court Public Information Office.
 - c) The clerk must promptly notify the parties that a request has been filed.
3. **Limitations on coverage:** Unless expressly authorized by order of the Presiding Judge of Juvenile Court, in addition to the limitations on coverage set forth in Local Rule 180, the following limitations shall apply to authorized media coverage at the Juvenile Court:
- a) Photography or video recording of minor shall be restricted to the back of the individual, from the shoulders and below. The face, profile and back of the head of the minor, or any member of the minor's family, shall not be recorded.
 - b) Photography or audio or video recording in a courtroom when the Court is not in session and formally on the record is prohibited.
 - c) Photography or audio or video recording of the minor and/or the family that is the subject of a Juvenile Court proceeding in the plaza area, sidewalks, streets and parking lots immediately adjacent to the Lamoreaux Justice Center is prohibited.
 - d) When authorized, photography or audio or video recording of any person, whether within the interior or at the exterior of the Lamoreaux Justice Center, must be restricted so as to preclude any recording of persons in the background and not part of the authorized recording.
4. **Pooling media coverage:** Media coverage inside of a Juvenile Court courtroom shall be limited to one still camera and one video camera. Therefore, media organizations and agencies shall make arrangements for the pooling of photographic and video recording resources.
- a) Members of media organizations and agencies permitted to photograph and/or make video recordings of proceedings shall share any photographs or video with other media organizations or agencies.
5. **Media identification:** All members of the media must prominently display identification identifying the person as a member of the media, while inside or at the plaza area, sidewalks, streets and parking lots immediately adjacent to the Lamoreaux Justice Center.
6. **Check-in:** Upon arrival at the Juvenile Court, all members of the media shall inform the Juvenile Court receptionist (located on the second floor) of their presence, and the purpose for their presence, including the name of the case or minor that they seek to cover.
- a) In addition to checking in with Juvenile Court reception, upon arrival at the Lamoreaux Justice Center, all members of the media with cameras or other audio or video recording equipment shall advise officers of the Orange County Sheriff's Department, and shall obey their instructions regarding the movement, staging and use of such equipment.
 - b) Members of the media must arrive at the Juvenile Court in sufficient time so as not to delay the calling of a matter, including time to set-up any cameras or recording equipment. The Court will not delay calling a matter to wait for the arrival of members of the media or for the set-up of equipment, regardless of an order granting media admission and/or coverage.

c) When a member of the media checks-in, the Juvenile Court receptionist shall immediately advise the courtroom clerk where the matter is calendared and the Presiding Judge of Juvenile Court.

7. **Admission into the courtroom:** When authorized by order of the assigned judicial officer or the Presiding Judge of Juvenile Court, when advised of the presence of the media, courtroom staff, including Sheriff's personnel, shall facilitate the admission of the media into the courtroom for the matter they are authorized to cover.

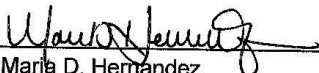
a) Courtroom staff, including Sheriff's personnel, shall admit members of the media into the courtroom in sufficient time for equipment set-up so as not to delay the calling of the matter.

F. Minors in juvenile institutions:

1. The term "juvenile institution" means: any jail, lock-up, juvenile hall, secure and non-secure detention facilities used to house juveniles; any juvenile day centers, ranches and camps; any emergency shelter home, group home, or foster home; operated by or on behalf of the Orange County Probation Department and/or Orange County Social Services Agency.
2. Except as expressly authorized by the Presiding Judge of Juvenile Court, interviews by the media of any juvenile housed in or attending a juvenile institution is prohibited.
3. Except as expressly authorized by the Presiding Judge of Juvenile Court, photography, audio or video recording, by any means, by members of the public and the media of any juvenile housed in or attending a juvenile institution is prohibited.

SO ORDERED.

Date: 1/21/14



Maria D. Hernandez
Presiding Judge of Juvenile Court

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
LAWRENCE JUSTICE CENTER

JUL 05 2018

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By: *J. Wantlet*
DAVID M. YAMASAKI, Clerk of the Court
J. WANTLET, DEPUTY

JUVENILE COURT ADMINISTRATIVE ORDER NO. 12/003-903

Revised: May 7, 2018

EXCHANGE OF INFORMATION

Considering recent changes to the California Welfare and Institutions Code (hereinafter "WIC") which pertain to the disclosure of juvenile case files¹, this Administrative Order (No. 12/003-903) (hereinafter "Order") is now revised as set forth below.

The exchange and/or dissemination of information from within a juvenile case file may be authorized as follows:

1. In WIC Section 709 Proceedings

In proceedings wherein a doubt has been declared as to a current ward's competency pursuant to WIC Section 709, there may be an exchange of information concerning a current ward "only among all private or public agencies providing case planning, eligibility, and/or services delivered. This authorization includes, but is not limited to, the Orange County Probation Department, the Orange County Social Services Agency, the Orange County Health Care Agency, the Orange County Department of Education, the Regional Center of Orange County, ... local school", and the Orange County Public Defender's Office. (Super. Ct. Orange County, Local Rules, Rule 903.1; see also Superior Court of California, County of Orange Administrative Order re: Competency (WIC § 709); Administrative Order No. 13/010, Revised: March 7, 2013.) For minors who have not yet been declared wards of the Orange County Juvenile Court and for whom a doubt as to competency has been

¹ For purposes of this Order, a "juvenile case file" means dependency or delinquency files maintained by the court, probation, social services agency and law enforcement. The file includes "all documents filed in a juvenile court case", "[r]eports to the court by probation officers, social workers of child welfare services programs, and CASA volunteers", "[d]ocuments made available to probation officers, social workers of child welfare services programs, and CASA volunteers in preparation of reports to the court", "[d]ocuments relating to a child concerning whom a petition has been filed in juvenile court that are maintained in the office files of probation officers, social workers of child welfare services programs, and CASA volunteers", "[t]ranscripts, records, or reports relating to the matters prepared or released by the court, probation department, or child welfare services program", and "[d]ocuments, video, or audio tapes, photographs, and exhibits admitted into evidence at juvenile court hearings." (Cal. Rules of Court, Rule 5.552, subd. (a); see also Cal. Welf & Inst. Code, § 827, subd. (e).)

1 declared pursuant to WIC Section 709, the exchange of information concerning the youth is governed
2 by Administrative Order No. 13/010, Revised: March 7, 2013.

3 *2. To victims for whom restitution has been ordered*

4 Pursuant to WIC Sections 730.6 and 730.7 and Penal Code Section 1214, the victim(s) is
5 entitled to obtain all information allowed by law to pursue collection of restitution as if it were a money
6 judgment. Upon request by a victim, the Orange County Probation Department is authorized to provide
7 the victim(s) with a recorded abstract of judgment to enforce any restitution order pursuant to Penal
8 Code Section 1214, subdivision (b).

8 *3. As attachments to Social Service Agency reports filed with the Juvenile Court*

9 On Dependency matters only, in order to promote the efficient exchange of discoverable
10 documents, the Social Service Agency may attach police reports, medical records, and other documents
11 to reports filed with the Court, and such attached documents shall be deemed reproduced in full within
12 the body of the report itself, for the purposes of determining the admissibility of the information
13 contained in such documents, within the meaning of WIC Section 355. All parties retain all rights to
14 object to the admissibility of all or a portion of the information contained in such documents, only to
15 the extent that a party could object had the information been reproduced in the body of the report itself.
16 With respect to any attachments to reports, as set forth in Rule 903.1 of the Orange County Superior
17 Court Local Rules, the Social Service Agency shall ensure compliance with all applicable statutes,
18 rules or regulations regarding the confidentiality of such records and/or the information contained
19 therein, including, but not limited to: Penal Code Sections 293, 11167, and 11167.5, as well as the
20 Health Insurance Portability Act (HIPAA). Additionally, “[u]pon request by any party or on its own
21 motion, a juvenile court judicial officer may order that all or a portion of any attachments to reports be
22 sealed, placed in a confidential envelope; or any information contained within any attachments be
23 redacted; or dissemination of any attachments or information contained therein be restricted, pursuant
24 to Welfare and Institutions Code, section 827.” (Super. Ct. Orange County, Local Rules, Rule 903.1.)

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4. To the Social Security Administration

The Probation Department and the Social Services Agency may release information from a juvenile case file to the Social Security Administration for purposes of securing benefits for wards or dependents. (See Cal. Welf. & Inst. Code, § 16501.1, subs. (g)(13) & (g)(16), § 11400 and § 10850; see also 42 U.S.C. § 675 subs. (1) & (8) and 42 U.S.C. § 671, subd. (a)(16).)

5. Law Enforcement Agencies and Federal Officials

The exchange and/or dissemination of information from a juvenile case file to law enforcement agencies is governed by WIC Sections 827 and 828. Additionally, WIC Section 831 precludes the disclosure and/or dissemination “of juvenile information to federal officials absent a court order of the judge of the juvenile court upon filing a petition as provided” in WIC Section 827, subdivisions (a)(1)(P) or (a)(4). For purposes of Section 831, “‘juvenile information’ includes the ‘juvenile case file’ as defined in subdivision (e) of Section 827, and information related to the juvenile, including, but not limited to, name, date or place of birth, and the immigration status of the juvenile that is obtained or created independent of, or in connection with, juvenile court proceedings about the juvenile and maintained by any government agency, including, but not limited to, a court, probation office, child welfare agency, or law enforcement agency.” (Cal. Welf. & Inst. Code, § 831, subd. (e).)

6. Child Death Review Team

Information including but not limited to autopsy reports, criminal records, mental health records, physical health records, drug or alcohol information and reports, child abuse reports, and dependency case information may be shared with and among members of the Orange County Child Death Review Team. Team members must be advised on confidentiality guidelines and sign a confidentiality statement.

7. To foreign consulates

The release and exchange of information concerning minors of foreign nationality, who are wards or dependents of the Juvenile Court or are subject of a petition to declare the minor a ward, or are the subject of an application for such petition, to the consulate of the appropriate government is

1 governed by WIC Section 10609.95 and Orange County Juvenile Court Miscellaneous Order No.
2 688.2, Revised: May 7, 2018.

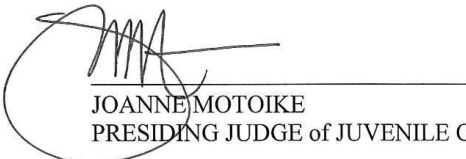
3 8. *In all other instances.*

4 In all other instances, the disclosure of juvenile case files, the exchange of information between
5 and among agencies concerned with court matters affecting children, the presence of persons at
6 Juvenile Court proceedings, and media coverage of Juvenile Court matters shall be governed by WIC
7 Sections 345, 346, 675, 676, 676.5, 827, 827.10, 827.11, 827.12, 827.15, 827.2, 827.5, 827.26, 827.7,
8 827.9, 828, 828.1, 828.3, 829, 830 and 831, as well as California Rules of Court, Rules 5.530, 5.552,
9 and 5.553, Orange County Superior Court Local Rules 903 et seq., and this Order.

10 Information from a juvenile case file, received by an authorized recipient, shall be safeguarded
11 from unauthorized access or disclosure and shall not be further released to any person or agency not
12 authorized to receive such information by statute, court order, or other lawful process. No person or
13 entity may copy or inspect confidential psychological, medical, or educational information absent an
14 order from the Presiding Judge of the Juvenile Court.

15 This Order is to remain in effect until otherwise ordered by the Presiding Judge of Juvenile
16 Court. In the event a conflict arises between this Order and the statutes or rules, the statutory and rule
17 provisions control.

18 Dated this 5th of July 2018

19 
20 JOANNE MOTOIKE
21 PRESIDING JUDGE of JUVENILE COURT

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ATTACHMENT B
CLETS PRIVATE CONTRACTOR MANAGEMENT CONTROL AGREEMENT



STATE OF CALIFORNIA
HDC 0004B
(Orig. 11/2005; Rev. 03/2010)

DEPARTMENT OF JUSTICE
PAGE 1 of 2

**CLETS PRIVATE CONTRACTOR
MANAGEMENT CONTROL AGREEMENT**

Agreement to allow California Law Enforcement Telecommunications System (CLETS) access by

Orange County Probation Department

CA030023G

(Public law enforcement/criminal justice agency)

(ORI)

to

(Private Contractor)

to perform

(Type of service)

services on its behalf.

Access to the CLETS is authorized to public law enforcement and criminal justice agencies (*hereinafter referred to as the CLETS subscribing agency*) only, which may delegate the responsibility of performing the administration of criminal justice functions (e.g., dispatching functions or data processing/information services) in accordance with the Federal Bureau of Investigation's (FBI) Criminal Justice Information Services (CJIS) Security Addendum to a private contractor. The private contractor may access systems or networks that access the CLETS on behalf of the CLETS subscribing agency to accomplish the above-specified service(s). This agreement must be received by the California Department of Justice (CA DOJ) prior to the subscribing agency permitting access to the CLETS. The performance of such delegated services does not convert that agency into a public criminal justice agency, not automatically authorize access to state summary criminal history information. Information from the CLETS is confidential and may be used only for the purpose(s) for which it is authorized. Violation of confidentiality requirements or access authorizations may be subject to disciplinary action or criminal charges.

Pursuant to the policies outlined in the *CLETS Policies, Practices, and Procedures (PPP)* and the Federal Bureau of Investigation's (FBI) *CJIS Security Policy*, it is agreed the CLETS subscribing agency will maintain responsibility for security control as it relates to the CLETS access. Security control is defined as the ability of the CLETS subscribing agency to set, maintain, and enforce:

1. Standards for the selection, supervision, and termination of personnel. This does not grant hiring/firing authority to the CLETS subscribing agency, only the authority to grant CLETS access to personnel who meet these standards and deny it to those who do not.
2. Policies governing the operation of computers, access devices, circuits, hubs, routers, firewalls, and other components that make up and support a telecommunications network and related CA DOJ criminal justice databases used to process, store, or transmit criminal justice information, guaranteeing the priority, integrity, and availability of service needed by the criminal justice community.

Security control includes, but is not limited to, the supervision of applicable equipment, systems design, programming, and operating procedures associated with the development, implementation, and operation of any computerized message-switching or database systems utilized by the served law enforcement agency or agencies. Computer sites must have adequate physical security to protect against any unauthorized viewing or access to computer terminal, access devices, or stored/printed data.



CLETS PRIVATE CONTRACTOR MANAGEMENT CONTROL AGREEMENT

Additionally, it is the responsibility of the CLETS subscribing agency to ensure that all private contractors receiving information from the CLETS meet the minimum training, certification, and background requirements that are also imposed on the CLETS subscribing agency's staff. The minimum requirements are applicable also to staff having access to record storage areas containing information from the CLETS. The minimum requirements include, but are not limited to:

1. Prior to allowing the CLETS access, train, functionally test, and affirm the proficiency of all the CLETS computer operators to ensure compliance with the CLETS and the FBI's National Crime Information Center (NCIC) policies and regulations, if applicable. Biennially, provide testing and reaffirm the proficiency of all the CLETS operators, if applicable.
2. State and FBI criminal offender record information searches must be conducted prior to allowing access to the CLETS computers, equipment, or information. If the results of the criminal offender record information search reveal a record of any kind, access will not be granted until the CLETS subscribing agency can review the matter to decide if access is appropriate. If a felony conviction of any kind is found, access shall not be granted.
3. Each individual must sign a CLETS Employee/Volunteer Statement form (HDC 0009) prior to operating or having access to CLETS computers, equipment, or information.

In accordance with CLETS/NCIC policies, the CLETS subscribing agency has the responsibility and authority to monitor, audit, and enforce the implementation of this agreement by the private contractor. The private contractor agrees to cooperate with the CLETS subscribing agency in the implementation of this agreement and to accomplish the directives for service under the provisions of this agreement. The CLETS Management Control Agreement (HDC 0004B) shall be updated when the head of either agency changes or immediately upon request from the CA DOJ.

By signing this agreement, the vendors and private contractors certify they have read and are familiar with the contents of (1) the FBI's CJIS Security Addendum, (2) the NCIC 2000 Operating Manual, (3) the FBI's CJIS Security Policy, (4) Title 28, Code of Federal Regulations, Part 20, and (5) the CLETS PPP and agree to be bound by their provisions. Criminal offender record information and related data, by its very nature, is sensitive and has potential for great harm if misused. Access to criminal offender record information and related data is therefore limited to the purpose(s) for which the CLETS subscribing agency has entered into the contract. Misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; use, dissemination, or secondary dissemination of information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. Accessing the system for an appropriate purpose and then using, disseminating, or secondary dissemination of information received for another purpose other than execution of the contract also constitutes misuse. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Signature (CLETS Subscribing Agency Head)

Signature (Private Contractor Agency Head)

Print Name and Title

Print Name and Title

Date

Date

Rancho Santiago Comm Coll District
Bank Code: 92 District Funds

Board Meeting of 07/13/20
Check Registers Submitted for Approval
Checks Written for Period 06/03/20 Thru 06/29/20

AP0020
Page: 1

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68182	General Fund Unrestricted	0.00	101.58	-101.58	92*0532200	92*0532200
68348	General Fund Unrestricted	0.00	24.24	-24.24	92*0534315	92*0534315
68396	General Fund Unrestricted	0.00	13.00	-13.00	92*0537199	92*0537199
68427	General Fund Unrestricted	2,435,912.47	90.46	2,435,822.01	92*0538192	92*0538245
68432	General Fund Unrestricted	143,660.16	0.00	143,660.16	92*0538272	92*0538366
68437	General Fund Unrestricted	38,336.90	0.00	38,336.90	92*0538385	92*0538543
68438	General Fund Unrestricted	27,317.95	0.00	27,317.95	92*0538544	92*0538671
68439	General Fund Unrestricted	42,035.08	0.00	42,035.08	92*0538674	92*0538713
68445	General Fund Unrestricted	272,023.81	0.00	272,023.81	92*0538725	92*0538912
68450	General Fund Unrestricted	940.75	0.00	940.75	92*0539020	92*0539023
68451	General Fund Unrestricted	66,407.58	0.00	66,407.58	92*0538939	92*0539014
68454	General Fund Unrestricted	587.46	0.00	587.46	92*0539024	92*0539029
68455	General Fund Unrestricted	244,432.22	0.00	244,432.22	92*0539030	92*0539154
Total Fund 11 General Fund Unrestricted		\$3,271,654.38	\$229.28	\$3,271,425.10		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68268	General Fund Restricted	0.00	950.00	-950.00	92*0533364	92*0533364
68275	General Fund Restricted	0.00	1,050.00	-1,050.00	92*0533420	92*0533420
68348	General Fund Restricted	0.00	800.00	-800.00	92*0534292	92*0534292
68354	General Fund Restricted	0.00	5,472.00	-5,472.00	92*0534538	92*0534538
68411	General Fund Restricted	0.00	1,349.10	-1,349.10	92*0537564	92*0537564
68415	General Fund Restricted	0.00	154,890.78	-154,890.78	92*0537590	92*0537590
68427	General Fund Restricted	3,390,411.81	0.00	3,390,411.81	92*0538190	92*0538248
68432	General Fund Restricted	1,379,087.49	0.00	1,379,087.49	92*0538274	92*0538365
68439	General Fund Unrestricted	574,572.04	0.00	574,572.04	92*0538673	92*0538717
68445	General Fund Unrestricted	858,351.99	0.00	858,351.99	92*0538724	92*0538914
68451	General Fund Restricted	3,009,076.50	0.00	3,009,076.50	92*0538942	92*0539016
68455	General Fund Unrestricted	1,291,280.15	0.00	1,291,280.15	92*0539033	92*0539159
Total Fund 12 General Fund Unrestricted		<u><u>\$10,502,779.98</u></u>	<u><u>\$164,511.88</u></u>	<u><u>\$10,338,268.10</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68386	GF Unrestricted One-Time Func	0.00	25.30	-25.30	92*0535210	92*0535210
68427	General Fund Unrestricted	7,906.91	0.00	7,906.91	92*0538191	92*0538231
68432	GF Unrestricted One-Time Func	19,516.70	0.00	19,516.70	92*0538277	92*0538360
68439	GF Unrestricted One-Time Func	45,448.87	0.00	45,448.87	92*0538672	92*0538710
68445	GF Unrestricted One-Time Func	453,967.68	0.00	453,967.68	92*0538728	92*0538913
68451	General Fund Unrestricted	29,569.57	0.00	29,569.57	92*0538940	92*0539011
68455	GF Unrestricted One-Time Func	133,069.44	0.00	133,069.44	92*0539034	92*0539155
Total Fund 13 GF Unrestricted One-Time		\$689,479.17	\$25.30	\$689,453.87		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68428	Child Development Fund	7,552.50	0.00	7,552.50	92*0538249	92*0538250
68433	Child Development Fund	632.64	0.00	632.64	92*0538367	92*0538371
68440	Child Development Fund	982.27	0.00	982.27	92*0538718	92*0538718
68446	Child Development Fund	1,486.29	0.00	1,486.29	92*0538915	92*0538924
68452	Child Development Fund	609.66	0.00	609.66	92*0539017	92*0539017
68456	Child Development Fund	10,625.58	0.00	10,625.58	92*0539160	92*0539163
Total Fund 33 Child Development Fund		\$21,888.94	\$0.00	\$21,888.94		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68429	Capital Outlay Projects Fund	3,516.00	0.00	3,516.00	92*0538251	92*0538251
68434	Capital Outlay Projects Fund	97,255.00	0.00	97,255.00	92*0538372	92*0538373
68441	Capital Outlay Projects Fund	13,973.58	0.00	13,973.58	92*0538719	92*0538719
68447	Capital Outlay Projects Fund	110,456.46	0.00	110,456.46	92*0538925	92*0538933
68457	Capital Outlay Projects Fund	59,520.00	0.00	59,520.00	92*0539164	92*0539170
Total Fund 41 Capital Outlay Projects Fun		\$284,721.04	\$0.00	\$284,721.04		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68448	Bond Fund, Measure Q	451,979.67	0.00	451,979.67	92*0538934	92*0538937
68458	Bond Fund, Measure Q	1,397,965.44	0.00	1,397,965.44	92*0539171	92*0539176
Total Fund 43 Bond Fund, Measure Q		<u>\$1,849,945.11</u>	<u>\$0.00</u>	<u>\$1,849,945.11</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68435	Property and Liability Fund	7,812.99	0.00	7,812.99	92*0538374	92*0538376
68442	Property and Liability Fund	913.50	0.00	913.50	92*0538720	92*0538720
68449	Property and Liability Fund	1,575.00	0.00	1,575.00	92*0538938	92*0538938
68459	Property and Liability Fund	1,050.00	0.00	1,050.00	92*0539177	92*0539177
Total Fund 61 Property and Liability Fund		\$11,351.49	\$0.00	\$11,351.49		

Checks Written for Period 06/03/20 Thru 06/29/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68430	Workers' Compensation Fund	8,610.63	0.00	8,610.63	92*0538252	92*0538252
68443	Workers' Compensation Fund	225.91	0.00	225.91	92*0538721	92*0538721
Total Fund 62 Workers' Compensation Fu		<u>\$8,836.54</u>	<u>\$0.00</u>	<u>\$8,836.54</u>		

Checks Written for Period 06/03/20 Thru 06/29/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68431	Student Financial Aid Fund	17,898.00	0.00	17,898.00	92*0538253	92*0538271
68436	Student Financial Aid Fund	5,600.00	0.00	5,600.00	92*0538377	92*0538384
68444	Student Financial Aid Fund	1,400.00	0.00	1,400.00	92*0538722	92*0538723
68453	Student Financial Aid Fund	374,067.00	0.00	374,067.00	92*0539018	92*0539019
68460	Student Financial Aid Fund	700.00	0.00	700.00	92*0539178	92*0539178
Total Fund 74 Student Financial Aid Fund		\$399,665.00	\$0.00	\$399,665.00		

SUMMARY

Total Fund 11 General Fund Unrestricted	3,271,425.10
Total Fund 12 General Fund Unrestricted	10,338,268.10
Total Fund 13 GF Unrestricted One-Time Fund	689,453.87
Total Fund 33 Child Development Fund	21,888.94
Total Fund 41 Capital Outlay Projects Fund	284,721.04
Total Fund 43 Bond Fund, Measure Q	1,849,945.11
Total Fund 61 Property and Liability Fund	11,351.49
Total Fund 62 Workers' Compensation Fund	8,836.54
Total Fund 74 Student Financial Aid Fund	399,665.00
Grand Total:	<u><u>\$16,875,555.19</u></u>

Checks Written for Period 06/03/20 Thru 06/28/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1A2006106	SAC Diversified Agency Fund	9,408.00	0.00	9,408.00	1A*0002321	1A*0002325
1A2006213	SAC Diversified Agency Fund	4,510.54	0.00	4,510.54	1A*0002326	1A*0002329
1A2006320	SAC Diversified Agency Fund	10,718.39	0.00	10,718.39	1A*0002330	1A*0002336
1A2006427	SAC Diversified Agency Fund	4,319.49	0.00	4,319.49	1A*0002337	1A*0002342
Total 1A SAC Diversified Agency Fund		<u>\$28,956.42</u>	<u>\$0.00</u>	<u>\$28,956.42</u>		

Checks Written for Period 06/03/20 Thru 06/28/20

<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>
1B2006106	SAC Bookstore Fund	22,529.83	0.00	22,529.83	1B*0002447	1B*0002454
1B2006213	SAC Bookstore Fund	4,137.06	0.00	4,137.06	1B*0002455	1B*0002459
1B2006320	SAC Bookstore Fund	3,152.10	0.00	3,152.10	1B*0002460	1B*0002463
Total 1B SAC Bookstore Fund		<u>\$29,818.99</u>	<u>\$0.00</u>	<u>\$29,818.99</u>		

Checks Written for Period 06/03/20 Thru 06/28/20

<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>
1C2006106	SAC Community Education Fund	104.43	0.00	104.43	1C*0001264	1C*0001264
Total 1C SAC Community Education Fund		<u><u>\$104.43</u></u>	<u><u>\$0.00</u></u>	<u><u>\$104.43</u></u>		

Checks Written for Period 06/03/20 Thru 06/28/20

<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>
1S2006106	SAC Associated Students Fund	13,289.81	0.00	13,289.81	1S*0001714	1S*0001721
1S2006213	SAC Associated Students Fund	258.32	0.00	258.32	1S*0001722	1S*0001722
1S2006320	SAC Associated Students Fund	267.09	0.00	267.09	1S*0001723	1S*0001723
1S2006427	SAC Associated Students Fund	603.88	0.00	603.88	1S*0001724	1S*0001725
Total 1S SAC Associated Students Fund		<u>\$14,419.10</u>	<u>\$0.00</u>	<u>\$14,419.10</u>		

Checks Written for Period 06/03/20 Thru 06/28/20

<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>
1T2006106	SAC Diversified Trust Fund	137.41	0.00	137.41	1T*0001945	1T*0001946
1T2006213	SAC Diversified Trust Fund	9,039.19	0.00	9,039.19	1T*0001947	1T*0001953
1T2006320	SAC Diversified Trust Fund	2,487.66	0.00	2,487.66	1T*0001954	1T*0001958
1T2006427	SAC Diversified Trust Fund	200.00	0.00	200.00	1T*0001959	1T*0001960
Total 1T SAC Diversified Trust Fund		<u>\$11,864.26</u>	<u>\$0.00</u>	<u>\$11,864.26</u>		

SUMMARY

Total Fund 1A SAC Diversified Agency Fund	28,956.42
Total Fund 1B SAC Bookstore Fund	29,818.99
Total Fund 1C SAC Community Education Fu	104.43
Total Fund 1S SAC Associated Students Fun	14,419.10
Total Fund 1T SAC Diversified Trust Fund	11,864.26
Grand Total:	<u><u>\$85,163.20</u></u>

Checks Written for Period 06/03/20 Thru 06/28/20

<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>
2A2006213	SCC Diversified Agency Fund	854.06	0.00	854.06	2A*0001765	2A*0001766
2A2006320	SCC Diversified Agency Fund	319.36	0.00	319.36	2A*0001767	2A*0001769
2A2006427	SCC Diversified Agency Fund	4,843.03	0.00	4,843.03	2A*0001770	2A*0001780
Total 2A SCC Diversified Agency Fund		<u>\$6,016.45</u>	<u>\$0.00</u>	<u>\$6,016.45</u>		

Checks Written for Period 06/03/20 Thru 06/28/20

<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>
2B2006213	SCC Bookstore Fund	12.93	0.00	12.93	2B*0002257	2B*0002257
2B2006320	SCC Bookstore Fund	1,341.42	0.00	1,341.42	2B*0002258	2B*0002260
2B2006427	SCC Bookstore Fund	18,595.71	0.00	18,595.71	2B*0002261	2B*0002262
Total 2B SCC Bookstore Fund		<u><u>\$19,950.06</u></u>	<u><u>\$0.00</u></u>	<u><u>\$19,950.06</u></u>		

Checks Written for Period 06/03/20 Thru 06/28/20

<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>
2C2006320	SCC Community Education Fund	209.76	0.00	209.76	2C*0001205	2C*0001205
Total 2C SCC Community Education Fund		<u><u>\$209.76</u></u>	<u><u>\$0.00</u></u>	<u><u>\$209.76</u></u>		

Checks Written for Period 06/03/20 Thru 06/28/20

<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>
2S2006213	SCC Associated Students Fund	581.84	0.00	581.84	2S*0001434	2S*0001435
2S2006427	SCC Associated Students Fund	1,223.02	0.00	1,223.02	2S*0001436	2S*0001438
Total 2S SCC Associated Students Fund		<u>\$1,804.86</u>	<u>\$0.00</u>	<u>\$1,804.86</u>		

Checks Written for Period 06/03/20 Thru 06/28/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2T2006213	SCC Diversified Trust Fund	107.74	0.00	107.74	2T*0001508	2T*0001508
2T2006320	SCC Diversified Trust Fund	357.44	0.00	357.44	2T*0001509	2T*0001510
2T2006427	SCC Diversified Trust Fund	2,833.71	0.00	2,833.71	2T*0001511	2T*0001511
Total 2T SCC Diversified Trust Fund		<u>\$3,298.89</u>	<u>\$0.00</u>	<u>\$3,298.89</u>		

SUMMARY

Total Fund 2A SCC Diversified Agency Fund	6,016.45
Total Fund 2B SCC Bookstore Fund	19,950.06
Total Fund 2C SCC Community Education Fu	209.76
Total Fund 2S SCC Associated Students Fun	1,804.86
Total Fund 2T SCC Diversified Trust Fund	3,298.89
Grand Total:	<u><u>\$31,280.02</u></u>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 06/03/2020 To 06/26/2020
Board Meeting on 07/13/2020**

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>			
1000	ACADEMIC SALARIES	8,637	
2000	CLASSIFIED SALARIES	9,362	
3000	EMPLOYEE BENEFITS	288	
4000	SUPPLIES & MATERIALS		3,108
5000	OTHER OPERATING EXP & SERVICES	8,270	
6000	CAPITAL OUTLAY		23,449
Total Transfer Fund 11		\$26,557	\$26,557
<u>Fund 12: General Fund Restricted</u>			
1000	ACADEMIC SALARIES		222,661
2000	CLASSIFIED SALARIES	7,649	
3000	EMPLOYEE BENEFITS		66,534
4000	SUPPLIES & MATERIALS		41,999
5000	OTHER OPERATING EXP & SERVICES	492,770	
6000	CAPITAL OUTLAY		173,581
7000	OTHER OUTGO	4,356	
Total Transfer Fund 12		\$504,775	\$504,775
<u>Fund 13: GF Unrestricted One-Time Funds</u>			
1000	ACADEMIC SALARIES		12,151
3000	EMPLOYEE BENEFITS		2,327
5000	OTHER OPERATING EXP & SERVICES		475,433
7900	RESERVE FOR CONTINGENCIES	489,911	
Total Transfer Fund 13		\$489,911	\$489,911
<u>Fund 31: Bookstore Fund</u>			
4000	SUPPLIES & MATERIALS		19,000
7900	RESERVE FOR CONTINGENCIES	19,000	
Total Transfer Fund 31		\$19,000	\$19,000
<u>Fund 33: Child Development Fund</u>			
1000	ACADEMIC SALARIES		27,445
2000	CLASSIFIED SALARIES	119,073	
3000	EMPLOYEE BENEFITS	36,909	
4000	SUPPLIES & MATERIALS		71,281
5000	OTHER OPERATING EXP & SERVICES		22,099
6000	CAPITAL OUTLAY		35,157
Total Transfer Fund 33		\$155,982	\$155,982
<u>Fund 41: Capital Outlay Projects Fund</u>			
5000	OTHER OPERATING EXP & SERVICES	4,000	
6000	CAPITAL OUTLAY		4,000
Total Transfer Fund 41		\$4,000	\$4,000

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 06/03/2020 To 06/26/2020
Board Meeting on 07/13/2020**

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.

Fund 79: Diversified Trust Fund

BUDGET TRANSFERS	From	To
4000 SUPPLIES & MATERIALS		67
5000 OTHER OPERATING EXP & SERVICES	67	
Total Transfer Fund 79	\$67	\$67

BUDGET INCREASES AND DECREASES

Fund 11: General Fund Unrestricted	Revenue	Appropriation
8600 STATE REVENUES	940,431	
5000 OTHER OPERATING EXP & SERVICES		940,431
Total Transfer Fund 11	\$940,431	\$940,431

Fund 12: General Fund Restricted

8100 FEDERAL REVENUES	4,244,186	
8600 STATE REVENUES	(89,740)	
1000 ACADEMIC SALARIES		58,159
2000 CLASSIFIED SALARIES		115,044
3000 EMPLOYEE BENEFITS		82,615
4000 SUPPLIES & MATERIALS		17,668
5000 OTHER OPERATING EXP & SERVICES		3,903,892
6000 CAPITAL OUTLAY		5,609
7000 OTHER OUTGO		(28,541)
Total Transfer Fund 12	\$4,154,446	\$4,154,446

Fund 13: GF Unrestricted One-Time Funds

8800 LOCAL REVENUES	22,947	
2000 CLASSIFIED SALARIES		20,927
3000 EMPLOYEE BENEFITS		2,020
Total Transfer Fund 13	\$22,947	\$22,947

Fund 74: Student Financial Aid Fund

8100 FEDERAL REVENUES	5,400,064	
8600 STATE REVENUES	2,837,210	
7000 OTHER OUTGO		8,237,274
Total Transfer Fund 74	\$8,237,274	\$8,237,274

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.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 06/03/2020 To 06/26/2020
Board Meeting on 07/13/2020**

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>		
BC1G98QYJC 06/03/20		
5000 OTHER OPERATING EXP & SERVICES	45,000	
6000 CAPITAL OUTLAY		45,000
Total Reference BC1G98QYJC	\$45,000	\$45,000
Reason: Special Project Adjustment		
Description: Equipment and instructor stations		
BC4G7WDZK5 06/15/20		
1000 ACADEMIC SALARIES		1,500
3000 EMPLOYEE BENEFITS		367
4000 SUPPLIES & MATERIALS		1,500
5000 OTHER OPERATING EXP & SERVICES	47,667	
6000 CAPITAL OUTLAY		44,300
Total Reference BC4G7WDZK5	\$47,667	\$47,667
Reason: Special Project Adjustment		
Description: CIS Reallocation Project		
BCBFHVA7RT 06/17/20		
1000 ACADEMIC SALARIES		23,278
3000 EMPLOYEE BENEFITS		5,242
5000 OTHER OPERATING EXP & SERVICES	28,520	
Total Reference BCBFHVA7RT	\$28,520	\$28,520
Reason: Special Project Adjustment		
Description: Fund pay and benefit accounts		
BCDOXFMJWE 06/10/20		
1000 ACADEMIC SALARIES		74,226
2000 CLASSIFIED SALARIES	8,906	
3000 EMPLOYEE BENEFITS		30,494
4000 SUPPLIES & MATERIALS	22,841	
5000 OTHER OPERATING EXP & SERVICES	66,970	
6000 CAPITAL OUTLAY	3,988	
7000 OTHER OUTGO	2,015	
Total Reference BCDOXFMJWE	\$104,720	\$104,720
Reason: Special Project Adjustment		
Description: Funds for TOE to Spend Equity PY		
BCJ4ZVSWKP 06/17/20		
2000 CLASSIFIED SALARIES	6,699	
3000 EMPLOYEE BENEFITS		25,097
4000 SUPPLIES & MATERIALS	671	
5000 OTHER OPERATING EXP & SERVICES	17,727	
Total Reference BCJ4ZVSWKP	\$25,097	\$25,097
Reason: Special Project Adjustment		
Description: Transfer funds		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 06/03/2020 To 06/26/2020
Board Meeting on 07/13/2020**

BUDGET TRANSFERS	From	To
BCKEJDAT05 06/15/20		
1000 ACADEMIC SALARIES		2,412
3000 EMPLOYEE BENEFITS		588
4000 SUPPLIES & MATERIALS		22,843
5000 OTHER OPERATING EXP & SERVICES	46,018	
6000 CAPITAL OUTLAY		20,175
Total Reference BCKEJDAT05	\$46,018	\$46,018
Reason: Special Project Adjustment		
Description: CJA Reallocation Project		
BCQU815G2B 06/17/20		
2000 CLASSIFIED SALARIES		31,381
5000 OTHER OPERATING EXP & SERVICES	18,818	
6000 CAPITAL OUTLAY	12,563	
Total Reference BCQU815G2B	\$31,381	\$31,381
Reason: Special Project Adjustment		
Description: Transfer funds		
BCS1B64TDE 06/15/20		
4000 SUPPLIES & MATERIALS	2,251	
5000 OTHER OPERATING EXP & SERVICES	33,949	
6000 CAPITAL OUTLAY		36,200
Total Reference BCS1B64TDE	\$36,200	\$36,200
Reason: Special Project Adjustment		
Description: 2184 auto reallocation		
BCTLUVEPYI 06/12/20		
2000 CLASSIFIED SALARIES		19,753
3000 EMPLOYEE BENEFITS		6,717
5000 OTHER OPERATING EXP & SERVICES	26,470	
Total Reference BCTLUVEPYI	\$26,470	\$26,470
Reason: Special Project Adjustment		
Description: Clearing negative balances		
BCUIRD6LG8 06/15/20		
1000 ACADEMIC SALARIES	8,597	
3000 EMPLOYEE BENEFITS	16,737	
5000 OTHER OPERATING EXP & SERVICES		334
6000 CAPITAL OUTLAY		25,000
Total Reference BCUIRD6LG8	\$25,334	\$25,334
Reason: Special Project Adjustment		
Description: Welding Reallocation Project		
BCXP2JAE0G 06/15/20		
1000 ACADEMIC SALARIES		36,509
3000 EMPLOYEE BENEFITS		8,835
5000 OTHER OPERATING EXP & SERVICES	45,344	
Total Reference BCXP2JAE0G	\$45,344	\$45,344
Reason: Special Project Adjustment		
Description: OS Reallocation Project		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 06/03/2020 To 06/26/2020
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BUDGET TRANSFERS

Fund 13: GF Unrestricted One-Time Funds

BC9CSV4ABI 06/17/20

	From	To
5000 OTHER OPERATING EXP & SERVICES		489,911
7900 RESERVE FOR CONTINGENCIES	489,911	

Total Reference BC9CSV4ABI

\$489,911 \$489,911

Reason: Adjustment

Description: Fund cost of March 2020 election

Fund 31: Bookstore Fund

BCAKYLU2XN 06/23/20

4000 SUPPLIES & MATERIALS		19,000
7900 RESERVE FOR CONTINGENCIES	19,000	

Total Reference BCAKYLU2XN

\$19,000 \$19,000

Reason: Adjustment

Description: Increase for current expenses

Fund 33: Child Development Fund

BC0BMHTL8Z 06/03/20

2000 CLASSIFIED SALARIES	13,000	
3000 EMPLOYEE BENEFITS	13,950	
4000 SUPPLIES & MATERIALS		26,950

Total Reference BC0BMHTL8Z

\$26,950 \$26,950

Reason: Special Project Adjustment

Description: Instructional supplies

BUDGET INCREASES AND DECREASES

Revenue Appropriation

Fund 11: General Fund Unrestricted

BC2TCAE4OK 06/12/20

8600 STATE REVENUES	940,431	
5000 OTHER OPERATING EXP & SERVICES		940,431

Total Reference BC2TCAE4OK

\$940,431 \$940,431

Reason: Adjustment

Description: Increase Apprenticeship BGT

Fund 12: General Fund Restricted

B026603 06/03/20

8600 STATE REVENUES	(25,000)	
7000 OTHER OUTGO		(25,000)

Total Reference B026603

\$(25,000) \$(25,000)

Reason: Special Project Adjustment

Description: Emergency Aid Grants for DACA & AB540 students transfer

BC1NS5PZ4A 06/08/20

8600 STATE REVENUES	(25,000)	
5000 OTHER OPERATING EXP & SERVICES		(25,000)

Total Reference BC1NS5PZ4A

\$(25,000) \$(25,000)

Reason: Special Project Adjustment

Description: Fund Student Emergency Grants

BC9XISCLWZ 06/25/20

8100 FEDERAL REVENUES	1,446,953	
5000 OTHER OPERATING EXP & SERVICES		1,446,953

Total Reference BC9XISCLWZ

\$1,446,953 \$1,446,953

Reason: New Budget

Description: CARES Act - Institutional Fund

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 06/03/2020 To 06/26/2020
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BUDGET INCREASES AND DECREASES	Revenue	Appropriation
BCHTEL347B 06/25/20		
8100 FEDERAL REVENUES	2,797,198	
5000 OTHER OPERATING EXP & SERVICES		2,797,198
Total Reference BCHTEL347B	<u>\$2,797,198</u>	<u>\$2,797,198</u>
Reason: New Budget		
Description: CARES Act - Institutional Fund		
BCHUKZRSJO 06/08/20		
8600 STATE REVENUES	(38,000)	
1000 ACADEMIC SALARIES		(19,216)
2000 CLASSIFIED SALARIES		(8,955)
3000 EMPLOYEE BENEFITS		(6,493)
5000 OTHER OPERATING EXP & SERVICES		(621)
7000 OTHER OUTGO		(2,715)
Total Reference BCHUKZRSJO	<u>\$(38,000)</u>	<u>\$(38,000)</u>
Reason: Adjustment		
Description: EOPS grants		
BCJG7WC0HZ 06/08/20		
8600 STATE REVENUES	(332,770)	
5000 OTHER OPERATING EXP & SERVICES		(332,770)
Total Reference BCJG7WC0HZ	<u>\$(332,770)</u>	<u>\$(332,770)</u>
Reason: Special Project Adjustment		
Description: SWP 1920 OC Careers in Ed SCC		
BCO1MLTQ56 06/10/20		
8600 STATE REVENUES	332,770	
1000 ACADEMIC SALARIES		80,694
2000 CLASSIFIED SALARIES		125,467
3000 EMPLOYEE BENEFITS		95,055
4000 SUPPLIES & MATERIALS		4,000
5000 OTHER OPERATING EXP & SERVICES		27,554
Total Reference BCO1MLTQ56	<u>\$332,770</u>	<u>\$332,770</u>
Reason: Special Project Adjustment		
Description: SWPRF 1920 OC CIEP SCC budget		
BCPTQYO02M 06/12/20		
8100 FEDERAL REVENUES	(25,223)	
2000 CLASSIFIED SALARIES		(1,468)
3000 EMPLOYEE BENEFITS		(3,532)
4000 SUPPLIES & MATERIALS		(687)
5000 OTHER OPERATING EXP & SERVICES		(19,536)
Total Reference BCPTQYO02M	<u>\$(25,223)</u>	<u>\$(25,223)</u>
Reason: Special Project Adjustment		
Description: Reallocation for Auto #2		
BCRZIVB81F 06/24/20		
8600 STATE REVENUES	25,000	
5000 OTHER OPERATING EXP & SERVICES		25,000
Total Reference BCRZIVB81F	<u>\$25,000</u>	<u>\$25,000</u>
Reason: Special Project Adjustment		
Description: Year End Close Equity 74 Fund		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 06/03/2020 To 06/26/2020
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BUDGET INCREASES AND DECREASES	Revenue	Appropriation
BCZ6W2K7H9 06/03/20		
8600 STATE REVENUES	(25,000)	
3000 EMPLOYEE BENEFITS		(2,267)
4000 SUPPLIES & MATERIALS		(14,418)
5000 OTHER OPERATING EXP & SERVICES		(8,315)
Total Reference BCZ6W2K7H9	\$(25,000)	\$(25,000)
Reason: Special Project Adjustment		
Description: Transfer funds to FD74		
Fund 74: Student Financial Aid Fund		
B026604 06/03/20		
8600 STATE REVENUES	25,000	
7000 OTHER OUTGO		25,000
Total Reference B026604	\$25,000	\$25,000
Reason: Special Project Adjustment		
Description: Emergency Aid Grants for DACA & AB540 students transfer		
B026615 06/23/20		
8600 STATE REVENUES	620,126	
7000 OTHER OUTGO		620,126
Total Reference B026615	\$620,126	\$620,126
Reason: Special Project Adjustment		
Description: #2554 budget update		
B026617 06/23/20		
8100 FEDERAL REVENUES	1,549,763	
7000 OTHER OUTGO		1,549,763
Total Reference B026617	\$1,549,763	\$1,549,763
Reason: Special Project Adjustment		
Description: Adjust #1404 budget to align with G5 balance		
B026618 06/23/20		
8100 FEDERAL REVENUES	3,798,801	
7000 OTHER OUTGO		3,798,801
Total Reference B026618	\$3,798,801	\$3,798,801
Reason: Special Project Adjustment		
Description: Adjust #1404 budget to align with G5 balance		
B026619 06/23/20		
8100 FEDERAL REVENUES	45,911	
7000 OTHER OUTGO		45,911
Total Reference B026619	\$45,911	\$45,911
Reason: Special Project Adjustment		
Description: Adjust #1406 budget to align with G5 balance		
B026620 06/23/20		
8600 STATE REVENUES	337,710	
7000 OTHER OUTGO		337,710
Total Reference B026620	\$337,710	\$337,710
Reason: Special Project Adjustment		
Description: Adjust #2020 budget to align with CSAC EFT CALGRANT		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 06/03/2020 To 06/26/2020
Board Meeting on 07/13/2020**

BUDGET INCREASES AND DECREASES	Revenue	Appropriation
B026621 06/23/20		
8600 STATE REVENUES	857,859	
7000 OTHER OUTGO		857,859
Total Reference B026621	\$857,859	\$857,859
Reason: Special Project Adjustment		
Description: Adjust #2020 budget to align with CSAC EFT CALGRANT		
B026623 06/23/20		
8600 STATE REVENUES	904,460	
7000 OTHER OUTGO		904,460
Total Reference B026623	\$904,460	\$904,460
Reason: Special Project Adjustment		
Description: Adjust #2553 to align with Apportionment		
B026624 06/23/20		
8600 STATE REVENUES	27,924	
7000 OTHER OUTGO		27,924
Total Reference B026624	\$27,924	\$27,924
Reason: Special Project Adjustment		
Description: #2554 budget update		
BCJWRME07S 06/08/20		
8600 STATE REVENUES	38,000	
7000 OTHER OUTGO		38,000
Total Reference BCJWRME07S	\$38,000	\$38,000
Reason: Special Project Adjustment		
Description: EOPS grants		
BCS7132UVC 06/08/20		
8600 STATE REVENUES	25,000	
7000 OTHER OUTGO		25,000
Total Reference BCS7132UVC	\$25,000	\$25,000
Reason: Adjustment		
Description: Fund Student Emergency Grants		
BCVHTYISFR 06/24/20		
8600 STATE REVENUES	(25,000)	
7000 OTHER OUTGO		(25,000)
Total Reference BCVHTYISFR	\$(25,000)	\$(25,000)
Reason: Special Project Adjustment		
Description: Year End Close Equity 74 Fund		
BCVSXYDP8Z 06/03/20		
8600 STATE REVENUES	25,000	
7000 OTHER OUTGO		25,000
Total Reference BCVSXYDP8Z	\$25,000	\$25,000
Reason: Special Project Adjustment		
Description: Fund transfer from FD 12		

RECOMMENDATION

It is recommended the Board approve the budget transfers/adjustments as presented.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD REPORT - INTRAFUND AND INTERFUND TRANSFERS
From 06/03/2020 To 06/26/2020
Board Meeting on 07/13/2020**

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.

INTRAFUND TRANSFERS

<u>Date</u>	<u>Reference#</u>	<u>Description</u>	<u>Amount</u>
06/09/20	J059427	Underspent VTEA (SAC) - FD11 to FD12	78.66
06/09/20	J059430	Underspent VTEA (SCC) - FD11 to FD12	4.78
06/09/20	J059440	Underspent BSSOT (SCC) - FD11 to FD12	866.41
06/09/20	J059442	Overspent VTEA (SCC) - FD12 to FD11	494.91

RECOMMENDATION

It is recommended the Board approve the intrafund and interfund transfers as presented.

4.2 (9)

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

To:	Board of Trustees	Date: July 13, 2020
Re:	Adoption of Resolution No. 20-13 - Authorizing the Issuance of RSCCD General Obligation Refunding Bonds 2020 Series A-1, Adoption of Resolution No. 20-14 - Authorizing the Issuance of SFID No. 1 of RSCCD General Obligation Refunding Bonds 2020 Series A-2 and Approval of the Investment Banking Agreements; Preliminary Official Statements; Purchase Contracts and Escrow Agreements	
Action:	Request for Adoption	

BACKGROUND

On November 5, 2002, voters in the Rancho Santiago Community College District authorized the issuance and sale of \$337 million of general obligation bonds under Measure E to finance property acquisitions, planning, infrastructure creation and enhancements, new capital construction projects, equipment acquisitions, and remodeling projects. In April 2003, the district issued 2003 Series A bonds in the amount of \$96.1 million and began implementing the district's Capital Construction Plan. In March 2005, the district issued a second bond issuance in the amount of \$120 million as the 2005 Series B issuance. In August 2005, the district issued \$53.6 million in refunding (refinancing) of Series A bonds at lower interest rates. In September 2006, the district issued the final Measure E bond authorization issuance in the amount of \$120.9 million as the 2006 Series C issuance. In November 2011, \$10.3 million of Series A bonds were refunded. In March 2012, \$63 million of Series B bonds were refunded. In January 2013, 79.1 million of Series B and Series C bonds were refunded.

In 2005 the refunding produced savings to district property taxpayers of approximately \$2 million. In November 2011 the refunding produced savings to district property taxpayers of approximately \$360,000. In March 2012 the refunding produced savings to district property taxpayers of approximately \$4.4 million. In January 2013 the refunding produced savings to district property taxpayers of approximately \$3.4 million. To date the total savings to the district property taxpayers have totaled \$10 million from refunding Measure E bonds.

In addition, on November 6, 2012 Measure Q was approved by the electorate of the Santa Ana College Facilities Improvement District No. 1 of the Rancho Santiago Community College District (SFID), which authorized the issuance of \$198 million of general obligation bonds to finance renovation, repair and construction at Santa Ana College. In October 2014 Series A bonds were issued in the amount of \$70.6 million. In December 2017, the district issued Series B bonds in the amount of \$70.6 million. In September 2019, the district issued the final Measure Q bond authorization issuance in the amount of \$56.8 million.

Due to historically low interest rates, there is a significant opportunity to refinance a portion of the previously refunded bonds under Measure E as well as a portion of the Series A bonds under Measure Q. Approximately \$37.4 million of the Measure E 2012 refunding bonds, \$45.7 million of the Measure E 2013 refunding bonds Series C and approximately \$40.9 million of the Measure Q Series A bonds are callable and can be refinanced at today's lower rates to generate substantial cash flow savings to the property taxpayers.

The objective of the refunding financing is to refinance existing higher interest rate bonds at lower current interest rates (savings similar to refinancing a home mortgage at lower interest rates). This refinancing or refunding will reduce total debt service on the bonds to the taxpayers. All savings from the refunding will be for the benefit of the property taxpayers who pay for the bonds. The extent to which the refinancing will accomplish these goals will depend on market interest rates at the time of the financing (pricing).

ANALYSIS

Refunding of general obligation bonds are authorized under Government Code 53550 *et seq.* It is estimated that this refunding will provide taxpayers with aggregate debt service net savings of \$23.7 million dependent on interest rates as of pricing. There is no cost to the district to refinance these bonds. All issuance costs are included in the refinancing of the bonds.

The attached Resolutions (one for Measure E bonds and one for Measure Q bonds) authorizes the district to issue general obligation refunding bonds not to exceed \$155 million and authorizes district staff to carry out actions necessary to implement the refinancing. As Measure E was a districtwide bond measure and Measure Q was for the Santa Ana College SFID, there is technically two separate financing transactions. As part of the actions necessary to implement the refunding the district is required to enter into a Purchase Contract and Investment Banking Services Agreement for the refunding on these bonds. We have attached documents for your review and approval. In addition, attached is a timetable for the refunding and the Interested Parties List. Pricing of the refunding bonds is scheduled for August 6, 2020. Closing for the refunding is expected on August 20, 2020. The lower tax rates are expected to be effective on the 2020-2021 property tax statements.

In January 2018 the rules for refinancing was changed as part of President Trump’s tax package. The majority of refinancing is now issued on a taxable basis to the bond purchasers and are generally issued at higher rates than tax-exempt bonds, however with rates as low as they are now, taxable refinancings are currently the “new normal” as the savings are too attractive.

The financing team assisting the district will include Piper Sandler & Co. as underwriter, Fieldman, Rolapp & Associates, Inc. as municipal advisor and Nixon Peabody LLP as bond counsel. [Click here to view all documents.](#)

RECOMMENDATION

It is recommended the Board of Trustees adopt Resolution No. 20-13 authorizing the issuance of the Rancho Santiago Community College District (Orange County, California) General Obligation Refunding Bonds 2020 Series A-1 (Federally taxable), not to exceed \$95 million; adopt Resolution No. 20-14 authorizing the issuance of the Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District (Orange County, California) General Obligation Refunding Bonds 2020 Series A-2 (Federally taxable), not to exceed \$60 million and also approve the Investment Banking Agreements; Preliminary Official Statements; Purchase Contracts and Escrow Agreements. It is further recommended that the Board authorize the Vice Chancellor Business Operations/Fiscal Services to sign all required documents on behalf of the District as presented.

Fiscal Impact:	No Cost to the District	Board Date: July 13, 2020
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. 20-13

**RESOLUTION OF THE BOARD OF TRUSTEES
OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, AUTHORIZING
THE ISSUANCE AND SALE OF
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT GENERAL
OBLIGATION REFUNDING BONDS, 2020 SERIES A-1 (FEDERALLY TAXABLE), IN
AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$95,000,000, 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, AUTHORIZING
THE ISSUANCE AND SALE OF
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT GENERAL
OBLIGATION REFUNDING BONDS, 2020 SERIES A-1 (FEDERALLY TAXABLE), IN
AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$95,000,000, AND
APPROVING CERTAIN OTHER MATTERS RELATING TO SAID BONDS**

WHEREAS, the Rancho Santiago Community College District (the “**District**”) is a community college district duly 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 Education Code of the State (the “**Education Code**”); and

WHEREAS, a duly called election was held within the boundaries of the District on November 6, 2002 (the “**Election**”), and thereafter canvassed pursuant to law; and

WHEREAS, at the Election, there was submitted to and approved by the requisite fifty-five percent (55%) vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of \$337,000,000 payable from the levy of an *ad valorem* tax against the taxable property in the District (the “**Authorization**”); and

WHEREAS, the District has previously issued and sold \$62,985,000 aggregate principal amount of its 2012 General Obligation Refunding Bonds (the “**2013 Prior Bonds**”) to refund certain general obligation bonds of the District previously issued under the Authorization, and \$79,130,000 aggregate principal amount of its 2013 General Obligation Refunding Bonds (the “**2013 Prior Bonds**,” and, collectively with the 2012 Prior Bonds, the “**Prior Bonds**”) to refund certain other general obligation bonds of the District previously issued under the Authorization, certain maturities of which are now subject to redemption and defeasance; and

WHEREAS, the Board of Trustees of the District (the “**Governing Board**”) has now determined that the District has determined that financial market conditions are favorable for the refunding of certain maturities of the Prior Bonds (the “**Refunded Bonds**”) on an advance basis, with interest subject to federal income taxation, and desires to issue its General Obligation Refunding Bonds, 2020 Series A-1 (Federally Taxable) (the “**Bonds**”); and

WHEREAS, this Governing Board has determined that it is desirable to sell the Bonds pursuant to a negotiated underwriting to Piper Sandler & 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 District sufficient to provide for payment of the Bonds (with certain property subject to limitations), 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), codified as Section 53515 Government Code of the State (the “**Government Code**”), 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 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 bondholders; and

WHEREAS, Section 5852.1 of the Government Code 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 its Municipal Advisor (defined below): (a) the true interest cost of the Bonds is estimated to be 2.00%, (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 \$615,001, (c) the amount of proceeds received by the District from the sale of the Bonds is expected to be \$92,974,999, and (d) the sum total of all payments the District will make to the final maturity of the Bonds is expected to be \$99,654,976; 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 District, and the indebtedness of the 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 Rancho Santiago Community College 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 District, including the Chancellor, the Vice Chancellor, Business Operations and Fiscal Services and their authorized representatives, and any member of the Governing Board.

“Authorizing Law” shall mean, collectively, (i) Articles 9 and 11 of Chapter 3 of Part 1 of Division 1 of Title 5 of the California Government Code of the State, as amended, commencing with Sections 53550 and 53580, respectively; (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 14 of this Resolution.

“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 District.

“Contract of Purchase” shall mean the Contract of Purchase by and between the 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 and expenses of the Escrow Agent and Verification 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 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.

“Date of Delivery” shall mean the date on which the Underwriter purchases the Bonds, as set forth in the Contract of Purchase.

“Debt Service” shall have the meaning given to that term in Section 16 of this Resolution.

“Debt Service Fund” shall mean the Debt Service Fund established pursuant to Section 16 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 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.

“Disclosure Counsel” shall mean Nixon Peabody LLP, in its capacity as disclosure counsel to the District with respect to the Bonds.

“DTC” shall mean The Depository Trust Company, and its successors and assigns.

“Education Code” shall mean the Education Code of the State, as amended.

“EMMA” shall mean the Electronic Municipal Market Access website of the MSRB, currently located at <http://emma.msrb.org>.

“Escrow Agent” shall mean Wells Fargo Bank National Association, in its capacity as escrow agent with respect to the Refunded Bonds.

“Escrow Agreement” shall mean that certain Escrow Deposit and Trust Agreement, by and between the Escrow Agent and the District, providing for the timely payment of the principal and redemption price of and interest on the Refunded Bonds.

“Escrow Fund” shall mean the fund by that name established under the terms of the Escrow Agreement.

“Government Code” shall mean the Government Code of the State, as amended.

“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 District may designate in a certificate of the District, delivered to the Paying Agent.

“Interest Payment Date” shall mean with respect to any Bond, March 1 and September 1 in each year, commencing on March 1, 2021, 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 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 Fieldman, Rolapp & Associates, Inc., as municipal advisor to the District.

“Nominee” shall mean the nominee of the Depository which may be the Depository, as determined from time to time by the Depository.

“Official Statement” shall mean the final official statement of the 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 13 hereof; and
- (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 40 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 this Resolution, their designated agents, or any successor Paying Agent or assign.

“Pledged Moneys” shall have the meaning given to that term in Section 17 of this Resolution.

“Principal” or “Principal Amount” shall mean, as of any date of calculation, with respect to any Bond, the principal amount thereof.

“Record Date” shall mean the close of business on the fifteenth calendar day of the month next preceding an Interest Payment Date, whether or not such day is a Business Day.

“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 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 District in accordance with Section 37 or Section 38 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.

“Underwriter” shall mean Piper Sandler & Co.

“Verification Agent” shall mean Causey, Demgen & Moore, PC, a firm of certified public accountants, performing the services of verification agent with respect to amounts deposited in the Escrow Fund.

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. The Governing Board hereby determines that the prudent management of the fiscal affairs of the District requires that it issue the Bonds under the provisions of the Authorizing Law without submitting the question of issuing the Bonds to a vote of the qualified electors of the District.

SECTION 4. Resolution to Constitute a 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 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, or any of them acting alone, in consultation with Bond Counsel, the Municipal Advisor and the other officers of the 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 \$95,000,000. The Authorized Officers are, and each of them acting alone is, hereby authorized and directed to determine the specific maturities and amounts

of the Prior Bonds or portions thereof, to be refunded based upon market conditions existing at the time of the pricing of the Bonds.

(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 District, with such additions, changes or corrections therein as the Authorized Officer executing the same on behalf of the District may approve, in his or her discretion, as being in the best interests of the 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, principal amounts, 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 0.39% (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 no later than the maturity dates of the respective Refunded 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 District, with such changes therein as the Authorized Officer executing the same on behalf of the District may approve, in his or her discretion, as being in the best interests of the 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 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 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 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 Underwriter of: (i) the Preliminary Official Statement with such changes as the Authorized Officer executing the certificate described below may approve, in consultation with Disclosure Counsel, such approval to be conclusively evidenced by such Authorized Officer's execution of such certificate; and (ii) 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, in consultation with Disclosure Counsel, such determination to be conclusively evidenced by the execution and delivery of the Official Statement by such Authorized Officer; and (iii) 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) The form of Escrow Agreement is hereby approved. The Authorized Officers are, and each of them acting alone is, hereby authorized to execute and deliver the Escrow Agreement on behalf of the District, with such changes there in as the Authorized Officer executing the same on behalf of the District may approve in his or her discretion, as being in the best interests of the District, such approval to be conclusively evidenced by such Authorized Officer's execution thereof, and any other document required to be executed thereunder.

(F) 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 agreements, certifications, disclosures and other 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 advance refunding of the Refunded Bonds, (b) the payment of capitalized interest on the Bonds, if necessary, and (c) the payment of the Costs of Issuance of the Bonds. The Governing Board hereby determines that any funding of capitalized interest with proceeds of the Bonds is reasonably required. The Prior Bonds will be redeemed on the first available redemption date therefor, or as otherwise necessary to accomplish the refunding thereof, as determined by an Authorized Officer.

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 \$95,000,000. Such Bonds shall be general obligations of the 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 District (except certain property which is taxable at limited rates). The Bonds shall be designated the “**Rancho Santiago Community College District General Obligation Refunding Bonds, 2020 Series A-1 (Federally Taxable)**,” with such insertions or other changes as determined to be appropriate by an Authorized Officer to describe the authorization, tax status, or other identifiers of the Bonds. The Bonds shall be issued as current interest bonds, may be issued as serial bonds and/or Term Bonds, in one or more series, sub-series or tranches, and may be subject to redemption as set forth in the Contract of Purchase, subject to the provisions of this Resolution.

(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 or to cure any ambiguity therein.

(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, without coupons, in denominations of \$5,000 or any integral multiple thereof. The Bonds shall be dated the Date of Delivery 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 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, such interest 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. Book-Entry System.

(A) The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of series and maturity 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 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 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 25 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 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 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, this Governing Board hereby authorizes the execution and delivery to such Depository of a letter from the District representing such matters as shall be necessary to so qualify the Bonds, or ratifies the prior execution and delivery of such letter (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 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 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 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 District within 90 days after the District receives notice or becomes aware of such condition, as the case may be, subsection (A) hereof shall no longer be applicable and the District shall cause the issuance of bonds representing the Bonds as provided below. In addition, the 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 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 District. The District shall cause delivery of such certificated securities representing the Bonds to the persons in whose names such Bonds are so registered.

If the District determines to replace the Depository with another qualified securities depository, the 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 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 of 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.

(F) The District shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Bonds, and the District shall have no responsibility or obligation, legal or otherwise, to the beneficial owners or to any other party, including the Depository or its Nominee, for any failure of the Depository, or its Nominee to provide notices, distribute payments on the Bonds nor take other actions concerning the beneficial owners of the Bonds, which are the responsibility of the Depository and its Nominee.

SECTION 11. Execution of the Bonds.

(A) The Bonds shall be executed by the District in the manner required by the Authorizing Law. All signatures and countersignatures may be signed by facsimile signature, but in such event shall be manually signed by the Paying Agent as authenticating agent. 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 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 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 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 12. 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 Exhibit A 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, series, interest rate 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 of and, premium, if any, and interest on such Bond and for all other purposes, and any such payments so made to any such Owner or upon his or her 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 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 series, tenor, maturity, interest rate, and 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 13. Bonds Mutilated, Destroyed, Stolen or Lost; Temporary Bonds. 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, principal amount, series 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 series, date, interest rate, maturity, principal 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 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.

The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such authorized denominations as may be determined by the District, and may contain such reference to any of the provisions of this Resolution as may be appropriate. Every temporary Bond shall be executed by the District and authenticated by the Paying Agent upon the same conditions and in substantially the same manner as the definitive Bonds. If the District issues temporary Bonds, it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds shall be surrendered, for cancellation, in exchange for the definitive Bonds at the office of the Paying Agent or at such other location as the Paying Agent shall designate, and the Paying Agent shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Resolution as definitive Bonds authenticated and delivered hereunder.

SECTION 14. Bond Register. The Paying Agent shall keep or cause to be kept at its office sufficient books for the registration and 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 and the Bond Register is held by the Depository, the Paying Agent is not required to keep the Bond Register.

SECTION 15. 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 subject to the escheat laws of the State, 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 price with respect to such Bonds shall have become due and payable shall be transferred to the general fund of the 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 District. Thereafter, the Owners of such Bonds may look only to the General Fund for payment of such Bonds, which payment shall in no event exceed the amount transferred pursuant to this Section.

SECTION 16. Application of Proceeds.

(A) Upon the sale of the Bonds and at the further written instruction of an Authorized Officer, the District shall cause the net proceeds of sale of the Bonds to be deposited into the Costs of Issuance Fund, the Debt Service Fund and the Escrow Fund as provided herein. Each such Fund shall be kept separate and distinct from all other District funds.

(i) An amount necessary to provide for the defeasance and refunding of the Refunded Bonds shall be deposited into the Escrow Fund and disbursed in accordance with the provisions of the Escrow Agreement;

(ii) An amount necessary to pay the authorized Costs of Issuance of the Bonds shall be deposited into the Costs of Issuance Fund; and

(iii) Accrued and capitalized interest, if any, and except as shall otherwise be directed by the District in accordance with applicable law, 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 “Rancho Santiago Community College District, 2020 Series A-1 General Obligation Refunding Bonds Debt Service Fund” (the “**Debt Service Fund**”) and used only for payment of interest on the Bonds. All Pledged Moneys 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. 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. All amounts held in the Debt Service Fund shall be invested at the sole discretion of the Treasurer. 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 District.

(B) 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 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.

SECTION 17. Payment of and Security for the Bonds. There shall be levied on all the taxable property in the 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 District, which fund is irrevocably pledged for the payment of the Principal of and interest on the Bonds when and as the same shall become due (the “**Pledged Moneys**”). When collected by the County, Pledged Moneys will be placed in the Debt Service Fund. The *ad valorem* property taxes and amounts collected shall be immediately 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 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 Bonds are obligations of the District payable solely from the levy of *ad valorem* property taxes upon all property within the District subject to taxation. The tax levy may include an allowance for a reasonably required reserve in accordance with Section 15250 of the Education Code, established for the purpose of ensuring that the *ad valorem* property tax actually collected is sufficient to pay the annual debt service requirements on the Bonds due in such fiscal year. The District covenants to take such actions, and cause the County to take such actions, as are necessary to cause the County 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. Notwithstanding anything to the contrary herein, the Bonds shall in no event be subject to acceleration.

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 foregoing pledge is an agreement between the 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 or refinance one or more of the projects specified in the applicable voter-approved measure.

SECTION 18. 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

District known as the “Rancho Santiago Community College District 2020 Series A-1 General Obligation Refunding Bonds Costs of Issuance Fund” (the “**Cost of Issuance Fund**”) and shall be kept separate and distinct from all other 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 or a fiscal agent designated for such purpose. Notwithstanding the foregoing, all or a portion of the costs of issuance may be paid by the Underwriter, by the Paying Agent or by any such fiscal agent designated for such purpose. Any amounts retained for payment of Costs of Issuance and returned to the District pursuant to the Contract of Purchase shall be transferred to the Debt Service Fund. This Governing Board hereby authorizes the payment to the County of its out-of-pocket expenses and other costs incurred by the County in connection with the County’s participation in the issuance and delivery of the Bonds.

SECTION 19. Negotiated Sale. The Bonds shall be sold by negotiated sale to the Underwriter inasmuch as: (i) such a sale will allow the District to integrate and coordinate the sale of the Bonds with public financings undertaken, or to be undertaken, by the District or by the Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District, in order to fund its public education facilities; (ii) such a sale will allow the District to utilize the services of consultants who are familiar with the financial needs, status and plans of the District; and (iii) such a sale will allow the 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 District.

SECTION 20. Engagement of Consultants; Parameters of Sale. Nixon Peabody LLP has been selected as the District’s Bond and Disclosure Counsel, Piper Sandler & Co. has been selected to act as Underwriter, and Fieldman, Rolapp & Associates Inc. 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 0.27% 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 0.39% of the aggregate Principal Amount of the Bonds.

SECTION 21. Establishment of Additional Funds and Accounts. If at any time it is deemed necessary or desirable by the District, the Treasurer, the County Office of Education, or the Paying Agent, the District may establish additional funds under this Resolution and/or accounts within any of the funds or accounts established hereunder.

SECTION 22. 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 an *ad valorem* property tax on all taxable property of the 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 or Secretary 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 District 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 District shall reasonably request.

The Board of Supervisors, the Treasurer, and other officials of the County, are hereby requested to take and authorize such actions as may be necessary, upon, but only upon, the defeasance or redemption of the Refunded Bonds from proceeds of the Bonds, to discontinue the levy of property taxes on all taxable property of the District for the payment of the Refunded Bonds, pursuant to Section 53561 of the Government Code.

SECTION 23. Redemption. The Bonds shall be subject to redemption as provided in the Contract of Purchase.

SECTION 24. 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 District given as set forth herein, shall select maturities of Bonds for redemption in the manner directed by the District.

(B) With respect to any Bonds designated for redemption, or within a maturity of any Bond, the Paying Agent shall select such Bonds for redemption as directed by the 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 Bonds designated as taxable Bonds by an Authorized Officer, and issued on a federally taxable basis, 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 District’s intent that redemption allocations made by DTC, participants in DTC or such other intermediaries that may exist between the 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 District in the aggregate amount equal to the amount so redeemed.

SECTION 25. 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 District given at least 45 days prior to the date designated for such redemption (or such lesser period to which the Paying Agent agrees), 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 thereon 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 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 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 26. 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 series, tenor and maturity and interest rates 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 District shall be released and discharged thereupon from all liability to the extent of such payment.

SECTION 27. Conditional Redemption. Any Redemption Notice given hereunder may be made conditional upon the satisfaction of certain conditions and/or the receipt of sufficient moneys to pay the redemption price of the designated Bonds and may be rescinded by the District at any time prior to the scheduled date of redemption by so notifying the Paying Agent, who shall notify the Owners of affected Bonds and the MSRB in the event such conditions are not met or are not expected to be met and/or such funds are not received or are not expected to be received, in the same manner in which the Redemption Notice was originally given. In the event that a Redemption Notice contains such a condition and such moneys are not so received and/or such conditions are not met, the redemption shall not be made and the Paying Agent shall, within a reasonable time thereafter give notice, to the persons to whom and in the manner in which the Redemption Notice was given, that such moneys were not so received and/or such condition was not met.

SECTION 28. 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 or deposited with a duly appointed escrow agent, in trust, for the payment of their redemption price, 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, or deposited with a duly appointed escrow agent, in trust, so as to be available therefor on such redemption date, and any conditions to such redemption described in the Redemption Notice shall be met, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest on 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 District. All or any portion of a Bond purchased by the District shall be cancelled by the Paying Agent upon written notice by the District given to the Paying Agent.

SECTION 29. 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 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. Such records shall be provided, upon

reasonable request, to the District in a format mutually agreeable to the Paying Agent and the District.

(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.

(C) The Paying Agent is hereby authorized and directed to give notice of redemption of the Refunded Bonds, pursuant to the terms of the resolution authorizing the issuance thereof.

SECTION 30. 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 31. 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 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 32. Compensation. The District shall pay or cause to be paid 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 be paid from the County's annual levy of *ad valorem* property taxes.

SECTION 33. Ownership of Bonds Permitted. The Paying Agent or the Underwriter may become the Owner of any Bonds.

SECTION 34. Resignation or Removal of Paying Agent and Appointment of Successor.

(A) The initially appointed Paying Agent or any successor 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 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 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 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 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 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 35. 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. 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 36. 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 37. Supplemental Resolutions with Consent of Owners. This Resolution, and the rights and obligations of the 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 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 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 thereof or hereof. 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 38. 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 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 District in this Resolution, other covenants and agreements to be observed by the 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 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 39. 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 District or any officer or agent thereof from taking any action pursuant thereto.

SECTION 40. 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, or a duly appointed escrow agent, in trust, at or before maturity, cash which together with the amounts transferred from or 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 or earlier redemption thereof, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment; or

(iii) by depositing in escrow with an institution that meets the requirements of serving as successor Paying Agent hereunder selected by the 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 or “prerefunded” municipal obligations rated in the highest category by Moody’s or S&P, in such amount as will, together with the interest to accrue thereon without the need for further investment, be fully sufficient, as fully verified by the report of an independent certified public accountant licensed to practice in the State, 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 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 District to pay to the Paying Agent amounts owing to the Paying Agent hereunder.

SECTION 41. 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, and do and perform any and all acts and things, 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 or cause to be sent a certified copy of this Resolution, together with the final debt service schedule for the Bonds, to the Treasurer.

SECTION 42. 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.

SECTION 43. Effective Date. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED AND APPROVED this 13th day of July, 2020, 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**

By: _____
President of the Board of Trustees of Rancho
Santiago Community College District

Attest:

By: _____
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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
(COUNTY OF ORANGE, CALIFORNIA)
GENERAL OBLIGATION REFUNDING BONDS
2020 SERIES A-1 (FEDERALLY TAXABLE)**

\$ _____

No. _____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP</u>
____%	September 1, 20__	Date of Delivery	752147

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Rancho Santiago Community College District (the "District") of the County of Orange (the "County"), State of California (the "State"), 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 March 1, 2021, and semiannually thereafter on the first day of September and March (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 February 15, 2021, in

which event it shall bear interest from its date; *provided, however*, that if at the time of registration of this Bond interest hereon is in default, such interest 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, or at the office of a successor Paying Agent appointed pursuant to the Resolution (as hereinafter defined). The interest hereon is payable by check or draft mailed by first-class mail to each Owner, at its 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 District under and in accordance with the provisions of (i) Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53550 and 53580, respectively; (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 District adopted on July 13, 2020 (the “Resolution”). Reference is hereby made to the Resolution, a copy of which is on file at the 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 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 to be refunded by the Bonds were authorized by a vote of more than 55% of the qualified electors of the 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 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 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 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 September 1, 20__ shall not be subject to redemption prior to their maturity dates. The Bonds maturing on or after September 1, 20__ may be redeemed before maturity at the option of the District, from any source of funds, on September 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 September 1, 20__, are subject to mandatory sinking fund redemption on September 1 of each year, commencing September 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 (September 1)	Mandatory Sinking Fund Payment
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 District given at least 60 days prior to the date designated for such redemption, shall select Bonds for redemption in such order as the District may direct. Within a maturity, the Paying Agent shall select Bonds for redemption as directed by the District, or in the absence of such direction, 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 or her 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 principal amount and in authorized denominations will be issued to the transferee in exchange herefor. The 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 District and of the Owners of the Bonds may be modified or amended at any time by a supplemental resolution adopted by the 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 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. 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.

A supplemental resolution of the 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 District in the Resolution, other covenants and agreements to be observed by the 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 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 of the Bonds.

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 Authorizing Law and that all of the proceedings of the Board of Trustees of the District, in the matter of the issuance of this Bond were regular and in strict accordance with the provisions of the Authorizing Law, including the Constitution of the State of California, that the total bonded indebtedness of the 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 District in an amount sufficient to pay Principal and interest when due.

IN WITNESS WHEREOF, the Rancho Santiago Community College District 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 District and countersigned by the manual or facsimile signature of the Clerk of the Board of Trustees of the District as of the date stated above.

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

Resolution No. 20-14

**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 REFUNDING
BONDS, 2020 SERIES A-2 (FEDERALLY TAXABLE), IN AN AGGREGATE
PRINCIPAL AMOUNT NOT TO EXCEED \$60,000,000, 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 REFUNDING
BONDS, 2020 SERIES A-2 (FEDERALLY TAXABLE), IN AN AGGREGATE
PRINCIPAL AMOUNT NOT TO EXCEED \$60,000,000, AND APPROVING CERTAIN
OTHER MATTERS RELATING TO SAID BONDS**

WHEREAS, the Rancho Santiago Community College District (the “**College District**”) is a community college district duly 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 Education Code of the State (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 within the boundaries of 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 Improvement District has previously issued and sold \$70,585,000 aggregate principal amount of its General Obligation Bonds, Election of 2012, 2014 Series A (the “**Prior Bonds**”), certain maturities of which are now subject to redemption and defeasance; and

WHEREAS, the Board of Trustees of the College District, acting as the legislative body for the Improvement District (the “**Governing Board**”), has now determined that financial market conditions are favorable for the refunding of certain maturities of the Prior Bonds (collectively, the “**Refunded Bonds**”) on an advance basis, with interest subject to federal income taxation, and desires to issue the Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District General Obligation Refunding Bonds, 2020 Series A-2 (Federally Taxable) (the “**Bonds**”); and

WHEREAS, this Governing Board has determined that it is desirable to sell the Bonds pursuant to a negotiated underwriting to Piper Sandler & 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 (with certain property subject to limitations), 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), 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 Improvement 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, Section 5852.1 of the Government Code of the State (the “**Government Code**”) 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 Improvement District by its Municipal Advisor (defined below): (a) the true interest cost of the Bonds is estimated to be 2.75%, (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 \$371,459, (c) the amount of proceeds received by the Improvement District from the sale of the Bonds is expected to be \$47,438,541, and (d) the sum total of all payments the Improvement District will make to the final maturity of the Bonds is expected to be \$55,519,534; 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 Rancho Santiago Community College District, 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 Improvement 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 any member of the Governing Board.

“Authorizing Law” shall mean, collectively, (i) Articles 9 and 11 of Chapter 3 of Part 1 of Division 1 of Title 5 of the California Government Code of the State, as amended, commencing with Sections 53550 and 53580, respectively; (ii) applicable provisions of the Education Code of the State, as amended; and (iii) 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 14 of this Resolution.

“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.

“Contract of Purchase” shall mean the Contract of Purchase by and between 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 and expenses of the Escrow Agent and Verification 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 Improvement 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.

“Date of Delivery” shall mean the date on which the Underwriter purchases the Bonds, as set forth in the Contract of Purchase.

“Debt Service” shall have the meaning given to that term in Section 16 of this Resolution.

“Debt Service Fund” shall mean the Debt Service Fund established pursuant to Section 16 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.

“Disclosure Counsel” shall mean Nixon Peabody LLP, in its capacity as disclosure counsel to the Improvement District with respect to 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>.

“Education Code” shall mean the Education Code of the State, as amended.

“Escrow Agent” shall mean Wells Fargo Bank National Association, in its capacity as escrow agent with respect to the Refunded Bonds.

“Escrow Agreement” shall mean that certain Escrow Deposit and Trust Agreement, by and between the Escrow Agent and the Improvement District, providing for the timely payment of the principal and redemption price of and interest on the Refunded Bonds.

“Escrow Fund” shall mean the fund by that name established under the terms of the Escrow Agreement.

“Government Code” shall mean the Government Code of the State, as amended.

“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 Improvement District may designate in a certificate 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, 2021, 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 Fieldman Rolapp & Associates, Inc. as municipal advisor to the Improvement District.

“Nominee” shall mean the nominee of the Depository which may be the Depository, as determined from time to time by the Depository.

“Official Statement” shall mean the final official statement of the Improvement 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 13 hereof; and
- (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 40 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 this Resolution, their designated agents, or any successor Paying Agent or assign.

“Pledged Moneys” shall have the meaning given to that term in Section 17 of this Resolution.

“Principal” or “Principal Amount” shall mean, as of any date of calculation, with respect to any Bond, the principal amount thereof.

“Record Date” shall mean the close of business on the fifteenth calendar day of the month next preceding an Interest Payment Date, whether or not a Business Day.

“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 37 or Section 38 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.

“Underwriter” shall mean Piper Sandler & Co.

“Verification Agent” shall mean Causey, Demgen & Moore, PC, a firm of certified public accountants, performing the services of verification agent with respect to amounts deposited in the Escrow Fund.

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. The Governing Board hereby determines that the prudent management of the fiscal affairs of the Improvement District requires that it issue the Bonds under the provisions of the Authorizing Law without submitting the question of issuing the Bonds to a vote of the qualified electors of the Improvement District.

SECTION 4. Resolution to Constitute a 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, or any of them acting alone, 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 \$60,000,000. Approval of documents related to the authorization, issuance and sale of the Bonds shall be taken by the Governing Board of the College District, acting as the legislative body of the Improvement District, and execution of such documents shall be made by the Authorized Officers and other officers of the College District; provided, however, that such actions and such documents shall not create any liability on behalf of the College District with respect to the Bonds, which are the sole obligations of the Improvement District. Notices to and from the College District hereunder shall be deemed to be delivered by or to the Improvement District for all purposes hereof. The Authorized Officers are, and each of them acting alone is, hereby authorized and directed to determine the specific maturities and amounts of the Prior Bonds or portions thereof, to be refunded based upon market conditions existing at the time of the pricing of the Bonds.

(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, principal amounts 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 0.39% (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 no later than the maturity dates of the respective Refunded 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 Improvement District, with such changes 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, 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 Improvement

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 Improvement 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 Improvement 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 Underwriter of: (i) the Preliminary Official Statement with such changes as the Authorized Officer executing the certificate described below may approve, in consultation with Disclosure Counsel, such approval to be conclusively evidenced by such Authorized Officer's execution of such certificate; and (ii) 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, in consultation with Disclosure Counsel, such determination to be conclusively evidenced by the execution and delivery of the Official Statement by such Authorized Officer; and (iii) 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) The form of Escrow Agreement is hereby approved. The Authorized Officers are, and each of them acting alone is, hereby authorized to execute and deliver the Escrow Agreement on behalf of the Improvement District, with such changes there in 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, such approval to be conclusively evidenced by such Authorized Officer's execution thereof, and any other document required to be executed thereunder.

(F) 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 agreements, certifications,

disclosures, and other 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 advance refunding of the Refunded Bonds, (b) the payment of capitalized interest on the Bonds, if necessary, and (c) the payment of the Costs of Issuance of the Bonds. The Governing Board hereby determines that any funding of capitalized interest with proceeds of the Bonds is reasonably required. The Prior Bonds will be redeemed on the first available redemption date therefor, or as otherwise necessary to accomplish the refunding thereof, as determined by an Authorized Officer.

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 \$60,000,000. 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 (except certain property which is taxable at limited rates). The Bonds shall be designated the “**Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District General Obligation Refunding Bonds, 2020 Series A-2 (Federally Taxable)**,” with such insertions or other changes as determined to be appropriate by an Authorized Officer to describe the authorization, tax status, or other identifiers of the Bonds. The Bonds shall be issued as current interest bonds, may be issued as serial bonds and/or Term Bonds, in one or more series, sub-series or tranches, and may be subject to redemption as set forth in the Contract of Purchase, subject to the provisions of this Resolution.

(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 or to cure any ambiguity therein.

(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, without coupons, in denominations of \$5,000 or any integral multiple thereof. The Bonds shall be dated the Date of Delivery 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 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, such interest 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. Book-Entry System.

(A) The Bonds shall be initially issued in the form of a separate single fully registered Bond for each series and maturity 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 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 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 25 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 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 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, or ratifies the prior execution and delivery of such a letter (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 of 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.

(F) Neither the College District nor the Improvement District shall have any responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Bonds, and neither the College District nor the Improvement District shall have any responsibility or obligation, legal or otherwise, to the beneficial owners or to any other party, including the Depository or its Nominee, for any failure of the Depository, or its Nominee to provide notices, distribute payments on the Bonds nor take other actions concerning the beneficial owners of the Bonds, which are the responsibility of the Depository and its Nominee.

SECTION 11. Execution of the Bonds.

(A) The Bonds shall be executed by the Improvement District in the manner required by the Authorizing Law. All signatures and countersignatures may be signed by facsimile signature, but in such event shall be manually signed by the Paying Agent as authenticating agent. 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 12. 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 Exhibit A 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, series, interest rate 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 of and premium, if any, and interest on such Bond and for all other purposes, and any such payments so made to any such Owner or upon his or her 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 series, tenor, maturity, interest rate, and 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 13. Bonds Mutilated, Destroyed, Stolen or Lost; Temporary Bonds.
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, principal amount, series 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 series, date, interest rate, maturity, principal 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.

The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such authorized denominations as may be determined by the Improvement District, and may contain such reference to any of the provisions of this Resolution as may be appropriate. Every temporary Bond shall be executed by the Improvement District and authenticated by the Paying Agent upon the same conditions and in substantially the same manner as the definitive Bonds. If the Improvement District issues temporary Bonds, it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds shall be surrendered, for cancellation, in exchange for the definitive Bonds at the office of the Paying Agent or at such other location as the Paying Agent shall designate, and the Paying Agent shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Resolution as definitive Bonds authenticated and delivered hereunder.

SECTION 14. Bond Register. The Paying Agent shall keep or cause to be kept at its office sufficient books for the registration and transfer of the Bonds. Upon presentation for registration or transfer, the Paying Agent shall, as above provided and under such reasonable regulations as it may prescribe subject to the provisions hereof, register or cause the registration 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, and the Bond Register is held by the Depository, the Paying Agent is not required to keep the Bond Register.

SECTION 15. 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 subject to the escheat laws of the State, 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 price 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. Thereafter, the Owners of such Bonds may look only to the General Fund for payment of such Bonds, which payment shall in no event exceed the amount transferred pursuant to this Section.

SECTION 16. Application of Proceeds.

(A) Upon the sale of the Bonds and at the further written instruction of an Authorized Officer, the Improvement District shall cause the net proceeds of sale of the Bonds to be deposited into the Costs of Issuance Fund, the Debt Service Fund and the Escrow Fund as provided herein. Each such Fund shall be kept separate and distinct from all other College District and Improvement District funds.

(i) An amount necessary to provide for the defeasance and redemption of the Refunded Bonds shall be deposited into the Escrow Fund and disbursed in accordance with the provisions of the Escrow Agreement;

(ii) An amount necessary to pay the Costs of Issuance shall be deposited into the Costs of Issuance Fund; and

(iii) Accrued and capitalized interest, if any, and except as shall otherwise be directed by the Improvement District in accordance with applicable law 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, 2020 Series A-2 General Obligation Refunding Bonds Debt Service Fund” (the “**Debt Service Fund**”) and used only for payment of interest on the Bonds. All Pledged Moneys 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. 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. All amounts held in the Debt Service Fund shall be invested at the sole discretion of the Treasurer. 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

(B) 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 Improvement 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.

SECTION 17. 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 shall become due (the “**Pledged Moneys**”). When collected by the County, Pledged Moneys will be placed in the Debt Service Fund. The *ad valorem* property taxes and amounts collected shall be immediately 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 Bonds are obligations of the Improvement District payable solely from the levy of *ad valorem* property taxes upon all

property within the Improvement District subject to taxation. The tax levy may include an allowance for a reasonably required reserve in accordance with Section 15250 of the Education Code, established for the purpose of ensuring that the *ad valorem* property tax 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. Notwithstanding anything to the contrary herein, the Bonds shall in no event be subject to acceleration.

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 foregoing 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 originally issued to finance or refinance one or more of the projects specified in the applicable voter-approved measure.

SECTION 18. 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 Improvement District known as the “Santa Ana College Improvement District No. 1 of the Rancho Santiago Community College District 2020 Series D General Obligation Refunding 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 or any such fiscal agent designated for such purpose. 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 Debt Service Fund. This Governing Board hereby authorizes the payment to the County of its out-of-pocket expenses and other costs incurred by the County in connection with the County’s participation in the issuance and delivery of the Bonds.

SECTION 19. Negotiated Sale. The Bonds shall be sold by negotiated sale to the Underwriter inasmuch as: (i) such a sale will allow the Improvement District to integrate and coordinate 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 Improvement District to utilize the services of consultants who are familiar with the financial needs, status and plans of the Improvement District; and (iii) such a sale will allow 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 20. Engagement of Consultants; Parameters of Sale. Nixon Peabody LLP has been selected as the Improvement District’s Bond and Disclosure Counsel, Piper Sandler & Co. has been selected to act as Underwriter, and Fieldman Rolapp & Associates, Inc.

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 0.39% 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 .39% of the aggregate Principal Amount of the Bonds.

SECTION 21. Establishment of Additional Funds and Accounts. If at any time it is deemed necessary or desirable by the Improvement District, the Treasurer, the County Office of Education, or the Paying Agent, the Improvement District may establish additional funds under this Resolution and/or accounts within any of the funds or accounts established hereunder.

SECTION 22. 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 an *ad valorem* 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.

The Board of Supervisors, the Treasurer, and other officials of the County, are hereby requested to take and authorize such actions as may be necessary, upon, but only upon, the defeasance or redemption of the Refunded Bonds from proceeds of the Bonds, to discontinue the levy of property taxes on all taxable property of the Improvement District for the payment of the Refunded Bonds, pursuant to Section 53561 of the Government Code.

SECTION 23. Redemption. The Bonds shall be subject to redemption as provided in the Contract of Purchase.

SECTION 24. 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 Improvement District as set forth herein, shall select maturities of Bonds for redemption in the manner directed by the Improvement District.

(B) With respect to any Bonds designated for redemption, or within a maturity of any Bond, the Paying Agent shall select such Bonds for redemption as directed by 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 and issued on a federally taxable basis, 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 Improvement District’s intent that redemption allocations made by DTC, participants in DTC or such other intermediaries that may exist between the Improvement 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 Improvement District in the aggregate amount equal to the amount so redeemed.

SECTION 25. 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 Improvement District given at least 45 days prior to the date designated for such redemption (or such lesser period to which the Paying Agent agrees), 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 thereon 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 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 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 26. 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 series, tenor and maturity and interest rates and of authorized denominations equal in principal 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 Improvement District shall be released and discharged thereupon from all liability to the extent of such payment.

SECTION 27. Conditional Redemption. Any Redemption Notice given hereunder may be made conditional upon the satisfaction of certain conditions and/or the receipt of sufficient moneys to pay the redemption price of the designated Bonds and may be rescinded by the Improvement District at any time prior to the scheduled date of redemption by so notifying the Paying Agent, who shall notify the Owners of affected Bonds and the MSRB in the event such conditions are not met or are not expected to be met and/or such funds are not received or are not expected to be received, in the same manner in which the Redemption Notice was originally given. In the event that a Redemption Notice contains such a condition and such moneys are not so received and/or such conditions are not met, the redemption shall not be made and the Paying Agent shall, within a reasonable time thereafter give notice, to the persons to whom and in the manner in which the Redemption Notice was given, that such moneys were not so received and/or such condition was not met.

SECTION 28. 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 or deposited with a duly appointed escrow agent, in trust, 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 or deposited with a duly appointed escrow agent, in trust, so as to be available therefor on such redemption date, and any conditions to such redemption described in the Redemption Notice shall be met, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest on 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 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 Improvement District given to the Paying Agent.

SECTION 29. 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 Improvement 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. Such records shall be provided, upon reasonable request, to the District in a format mutually agreeable to the Paying Agent and the District.

(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.

(C) The Paying Agent is hereby authorized and directed to give notice of redemption of the Refunded Bonds, pursuant to the terms of the resolution authorizing the issuance thereof.

SECTION 30. 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 31. 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 32. Compensation. The Improvement District shall pay or cause to be paid 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 be paid from the County's annual levy of *ad valorem* property taxes.

SECTION 33. Ownership of Bonds Permitted. The Paying Agent or the Underwriter may become the Owner of any Bonds.

SECTION 34. Resignation or Removal of Paying Agent and Appointment of Successor.

(A) The initially appointed Paying Agent or any successor 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 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 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 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 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 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 35. 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. 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 36. 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 37. 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, 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 thereof or hereof. 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 38. 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, 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 Improvement District in this Resolution, other covenants and agreements to be observed by 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 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 39. 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 40. 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, or a duly appointed escrow agent, in trust, at or before maturity, cash which together with the amounts transferred from or 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 or earlier redemption thereof, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment; or

(iii) by depositing in escrow with an institution that meets the requirements of serving as successor Paying Agent hereunder selected by the Improvement 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 or “prerefunded” municipal obligations rated in the highest category by Moody’s or S&P, in such amount as will, together with the interest to accrue thereon without the need for further investment, be fully sufficient, as fully verified by the report of an independent certified public accountant licensed to practice in the State, 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 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 Improvement District to pay to the Paying Agent amounts owing to the Paying Agent hereunder.

SECTION 41. 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, and do and perform any and all acts and things, 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 or cause to be sent a certified copy of this Resolution, together with the final debt service schedule for the Bonds, to the Treasurer.

SECTION 42. 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.

SECTION 43. Effective Date. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED AND APPROVED this 13th day of July, 2020, 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: _____

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

Attest:

By: _____
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 REFUNDING BONDS
2020 SERIES A-2 (FEDERALLY TAXABLE)**

\$ _____

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"), a school facilities improvement district formed by Rancho Santiago Community College District, a community college district organized and operating under the laws of the State of California (the "State"), County of Orange (the "County"), 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, 2021, 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, 2021, 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, or at the office of a successor Paying Agent appointed pursuant to the Resolution (as hereinafter defined). The interest hereon is payable by check or draft mailed by first class mail to each Owner, at its 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) Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53550 and 53580, respectively; (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 (the “Governing Board”) of the Rancho Santiago Community College District (the “College District”), acting as the legislative body of the Improvement District, adopted on July 13, 2020 (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 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 to be refunded by 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 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 College District or 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 Improvement 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
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 Improvement District may direct. Within a maturity, the Paying Agent shall select Bonds for redemption as directed by the Improvement District, or in the absence of such direction, 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 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 Improvement District and of the Owners of the Bonds may be modified or amended at any time by a supplemental resolution adopted by the Governing

Board of the College District, 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 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. 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.

A supplemental resolution of the Governing Board of the College District, 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 Improvement District in the Resolution, other covenants and agreements to be observed by 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 Improvement District or the College 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 of the Bonds.

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 Authorizing Law 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 Authorizing Law, 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

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

To:	Board of Trustees	Date: July 13, 2020
Re:	Approval of Professional Services Agreement with Cambridge West Partnership, LLC (SCFF & Budget)	
Action:	Request for Approval	

BACKGROUND

The Board of Trustees approved an agreement with Cambridge West Partnership, LLC (CWP) on September 24, 2018 to provide the RSCCD with assistance on the Student Centered Funding Formula (SCFF) and to assist in developing a new internal District Budget Allocation Model to mirror changes in the SCFF. Due to ongoing changes in the model, the Board of Trustees approved a renewal of this agreement on August 12, 2019.

ANALYSIS

As changes to the model continue to evolve, it is requested that the Board of Trustees approve the Professional Services Agreement with CWP for the continuation of services to assist with evaluation of the current District's Budget Allocation Model (BAM); evaluation of individual college data using SCFF metrics; review available SCFF metrics for the past five (5) years to establish trends for each metric; develop an outcomes comparison of the surrounding districts and colleges and to develop a draft multi-college internal budget allocation model based on current data and district wide priorities.

The Agreement with CWP is at a rate of \$160 per hour for all work, with an estimate of 200 hours for \$32,000. Funding for this agreement will be from the Business Operations/Fiscal Services operating budget. This agreement is for the period July 1, 2020 through June 30, 2021.

RECOMMENDATION

It is recommended the Board of Trustees approve the Professional Services Agreement with Cambridge West Partnership, LLC for assistance with the SCFF and budget allocation model as presented.

Fiscal Impact:	\$32,000	Board Date: July 13, 2020
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
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 Cambridge West Partnership, LLC, having its principal business address located at 2472 Chambers Road, Suite 210, Tustin, CA 92780 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 1, 2020, 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 Thirty Two Dollars (\$32,000) ("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, Vice Chancellor, Business Operations/Fiscal Services
2323 N. Broadway
Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)
Adam O'Connor
Asst. Vice Chancellor, Fiscal Services
Rancho Santiago CCD
2323 N. Broadway, Suite 109
Santa Ana, CA 92706

Contractor: C.M. Brahmhatt, Managing Director
2472 Chambers Road, Suite 210
Tustin, CA 92780
CM@cambridgewestpartnership.com

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 of which together shall constitute one and the same agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this agreement, signifies the parties' mutual consent to conduct transactions electronically. Pursuant to the California Uniform Electronic Transactions Act ("UETA") (Cal. Civ. Code § 1633.1 et seq.) and California Government Code 16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.

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, Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: __CM Brahmhatt

Print Title: __Managing Director

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.

Cambridge West Partnership, LLC (CWP) will assist Rancho Santiago Community College District to broaden awareness and understanding of the Student-Centered Funding Formula (SCFF). CWP will assist the District with the development of a Multi-college district internal revenue allocation model and will provide the Fiscal Resources Committee (FRC) members with an understanding of the SCFF as well as identifying focus areas to improve outcome elements at the college level.

The District allocation model assistance will include the following tasks:

1. Evaluation of the current district's Budget Allocation Model (BAM)
2. Evaluation of individual college data using SCFF metrics
3. Assist with the development of a draft multi-college internal allocation model based on current data and district wide priorities
4. Prepare budget related documents to facilitate understanding and conversation
5. Assist with the modeling of districtwide budget initiatives and exploration activities

Process – Participate in the District FRC meetings to:

1. Improve awareness and understanding of the SCFF elements as elements change
2. Review and update the BAM policy and procedures to capture SCFF changes and committee recommendations
3. Review, modify and propose the draft revenue allocation model using college specific SCFF data elements
4. Review and discuss the outcomes comparisons data and identify SCFF topics to discuss at the colleges
5. Work with the FRC to identify potential data integrity abnormalities

We anticipate completing this project in 200 hours at a rate of \$ 160.00 per hour or a total not to exceed \$32,000. Actual hours will be billed monthly. All invoices must include the Purchase Order Number.

We plan to begin this project upon approval of the proposal and expect completion by June 30th 2021. Based on the findings, the project scope and schedule may change with the agreement of both parties..

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

To:	Board of Trustees	Date: July 13, 2020
Re:	Approval of Professional Services Agreement with Fieldman, Rolapp & Associates, Inc. for Transactional Municipal Advisory Services	
Action:	Request for Approval	

BACKGROUND

The Board of Trustees approved an agreement with Cooperative Strategies LLC, previously Dolinka Group LLC, in 2014 to provide municipal advisory services for the three issuances of Measure Q bonds. The advisor we have worked with, Rachel Chang-Kwei, now works for the firm Fieldman, Rolapp & Associates, Inc.

ANALYSIS

With regulatory and legal changes in how general obligation bonds are to be issued by underwriters, it continues to be necessary to engage the services of a municipal advisory firm to represent the district's interests in the issuance of bonds. Due to the historical low interest rate environment, the district is considering refunding a number of bonds issued under both Measure E and Measure Q. To take advantage of these rates to save taxpayers a considerable amount of money, the proposed refunding will be on a very tight timeline. As such and being pleased with the services provided by Ms. Chang-Kwei, the district asked Fieldman, Rolapp & Associates to submit a proposal to provide transactional municipal advisory services. The firm has agreed to a not-to-exceed fee of \$45,000 per transaction inclusive of expenses. This is a 6.25% reduction from the previous fee.

Funding for this agreement is paid directly through the Cost of Issuance of the bonds. This agreement is for the period July 1, 2020 through June 30, 2021.

RECOMMENDATION

It is recommended the Board of Trustees approve the Professional Services Agreement with Fieldman, Rolapp & Associates, Inc. for Transactional Municipal Advisory Services as presented.

Fiscal Impact:	Not to exceed \$45,000 per transaction	Board Date: July 13, 2020
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	

**PROFESSIONAL SERVICES AGREEMENT
FOR TRANSACTIONAL MUNICIPAL ADVISORY SERVICES**

This agreement has been entered into this ____ day of July, 2020 by and between the Rancho Santiago Community College District (the "District") and Fieldman, Rolapp & Associates, Inc. (the "Consultant").

WHEREAS, the District desires independent municipal advisory services to be performed in connection with the issuance of general obligation bonds and/or other financing instruments (the "Project"); and

WHEREAS, the District desires to retain the professional and technical services of the Consultant for the purpose of debt issuances (as more fully described in Exhibit A, the "Services");

WHEREAS, the Consultant is well qualified to provide professional financial advice and the Services to entities such as the District;

WHEREAS, the Consultant is registered as a municipal advisor with both the United States Securities and Exchange Commission and the Municipal Securities Rulemaking Board;

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions hereinafter set forth, it is agreed as follows:

Section 1 Services.

Consultant will provide services in connection with the Project as such Services are fully described in Exhibit A attached to this Agreement. Consultant is engaged in an expert financial advisory capacity to the District only. It is expressly understood that the Services rendered hereunder are rendered solely to the District. Consultant does not undertake any responsibility to review disclosure documents on behalf of owners or beneficial owners of bonds or debt which may arise from the Consultant's work hereunder.

Section 2 Additional Requested Services (Amendment of Services).

The District may request that Consultant provide additional services beyond the scope of those referenced in Section 1 above and specifically listed in Exhibit A to this Agreement. The Services to be provided under this Agreement may only be amended by a modification as provided for in Section 6.

Section 3 Compensation

- 3.01 For Consultant's performance of Services as described in this Agreement, the Consultant's compensation will be as provided in of Exhibit B attached to this Agreement.
- 3.02 Payment of Consultant's expenses shall be made at the time and in the form as provided for in Exhibit B to this Agreement.
- 3.03 Unless otherwise specified, payment of Consultant's compensation and expenses is due thirty (30) days after submission of Consultant's invoice for Services.

- 3.04 In the event District abandons the Services of the Consultant prior to completion of Consultant's work, Consultant shall be compensated for Services performed to the point of abandonment at the hourly rates specified in Exhibit B. An act of abandonment shall be deemed to have occurred when no action has been taken by the District relative to the services of the Consultant for a period of thirty six (36) months from the date of the initial performance of a service, and there has been a written notification to the Consultant of an abandonment of the Project by the District.
- 3.05 The schedule of Consultant fees set forth in this Agreement and Exhibit B is guaranteed by Consultant for a period of twelve (12) months from the date of this Agreement.

Section 4 Personnel.

Consultant has, or will secure, all personnel required to perform the Services under this Agreement. Consultant shall make available other qualified personnel of the firm as may be required to complete Consultant's services. The District has the right to approve or disapprove any proposed changes in Consultant's staff providing service to the District. The District and Consultant agree that such personnel are employees only of Consultant and shall not be considered to be employees of the District in any way whatsoever.

Section 5 Term of Agreement.

This Agreement shall continue in full force and effect for one (1) year from the date hereof or until the Services with respect to the Project have been completed, if earlier, unless terminated by either party by not less than thirty (30) days written notice to the other party except that the Agreement shall continue in full force and effect until completion of the Services or until an abandonment shall have occurred as described in Section 3.04 hereof. This Agreement may be extended from time to time as agreed by the District and the Consultant pursuant to Section 6.

Section 6 Modification.

This Agreement contains the entire agreement of the parties. It may be amended in whole or in part from time to time by mutual consent of the parties; provided that the Disclosures (as defined herein) required by Section 16 will be updated by the Consultant as required by law. This shall not prohibit the District and Consultant from entering into separate agreements for other services.

Section 7 Work Products.

All work products or any form of property developed by the Consultant in providing the Services shall be provided to the District on request. Work products developed by the Consultant shall be the property of the District, provided that Consultant may use such work products developed for the District and may employ those work products to develop refinements or additional work products in the course of its business.

Section 8 Assignment.

The rights and obligations of the District under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the District. This Agreement may not be assigned by the Consultant without the consent of the District except for compensation due Consultant.

Section 9 Disclosure.

9.01 Consultant does not assume the responsibilities of the District, nor the responsibilities of the other professionals and vendors representing the District, in the provision of services and the preparation of the financing documents, including initial and secondary market disclosure, for financings undertaken by the District. Information obtained by Consultant and included in any disclosure documents is, by reason of experience, believed to be accurate; however, such information is not guaranteed by Consultant. The District acknowledges by the execution of this Agreement that:

(a) the Consultant may provide continuing disclosure verification services to legal firms engaged by the District; however, the Consultant does not directly work for underwriting firms with regards to continuing disclosure verification services.

9.02 The Consultant does not assume the responsibilities of the District, or the responsibilities of the other professionals and vendors representing the District. Consultant assumes no responsibility for the scope and accuracy of information included in any disclosure document.

Section 10 Confidentiality.

The Consultant agrees that all financial, statistical, personal, technical and other data and information designated by the District as confidential shall be protected by the Consultant from unauthorized use or disclosure. The District acknowledges that the Consultant is required to comply with applicable laws governing disclosure of public information.

Section 11 Indemnification.

To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the District its officials, officers, directors, employees, agents and volunteers from all liability arising out of, pertaining to or relating to, the negligence, acts, omissions, or willful misconduct of Consultant. Consultant's responsibility for such defense and indemnification shall survive the termination or completion of this Agreement for the full period of time allowed by law.

Section 12 Insurance Requirement.

12.01 Consultant agrees to maintain, in full force and effect, at Consultant'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 Consultant's liability, written on an "occurrence" form;

- B. Workers' Compensation insurance. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Consultant 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;
- C. Errors & Omissions/Professional Liability insurance with policy limits of \$2,000,000.

12.02 Other Insurance Requirements:

- A. Consultant agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its general liability policy.
- B. The certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.
- C. Consultant'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 Consultant's insurance and shall not contribute with it.
- D. Consultant 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 Consultant's obligation to provide them.
- E. Waiver of Subrogation. Consultant hereby grants to District, its board of trustees, employees, volunteers, and agents a waiver of any right to subrogation which any insurer of said Consultant 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. Consultant 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.
- F. If Consultant 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 Consultant.

Section 13 Permits/Licenses.

The Consultant shall obtain any permits or licenses, as may be required for it to complete the Services required under this Agreement.

Section 14 Binding Effect.

- 14.01 A waiver or indulgence by the District of a breach of any provision of this Agreement by the Consultant shall not operate or be construed as a waiver of any subsequent breach by the Consultant.
- 14.02 All agreements contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of this Agreement shall not be affected by such determination and shall remain in full force and effect. This Agreement shall not fail because any part or any clause hereof shall be held indefinite or invalid.
- 14.03 Each party hereto represents and warrants that this Agreement has been duly authorized and executed by it and constitutes its valid and binding agreement, and that any governmental approvals necessary for the performance of this Agreement have been obtained.

Section 15 Choice of Law.

The validity, interpretation and construction of this Agreement and of each part hereof shall be governed by the laws of the State of California. Venue for any lawsuit concerning this Agreement is Orange County, California.

Section 16 Conflict of Interest and Other Required Disclosures.

Consultant covenants and agrees to provide to the District disclosures of material conflicts of interest and certain legal or disciplinary events required by Municipal Securities Rulemaking Board Rule G-42 (the “Disclosures”). The Disclosures, and each delivery thereof, as provided from time to time, shall be incorporated by reference as of the date thereof into this Agreement to the same extent as if set forth herein. The initial Disclosures are as set forth in Exhibit C to this Agreement.

Section 17 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](#).


IN WITNESS Whereof, the parties have duly executed this Agreement as of the day and year first above set forth.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2323 N. BROADWAY
SANTA ANA, CA 92706

By: _____ Title: Vice Chancellor,
Business Operations and Fiscal Services
Peter Hardash

Date: _____

FIELDMAN, ROLAPP & ASSOCIATES, INC.
19900 MACARTHUR BOULEVARD, SUITE 1100
IRVINE, CA 92612

By:  _____ Title: Chief Executive Officer and President
Adam S. Bauer

Date: June 26, 2020

**EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
FOR TRANSACTIONAL MUNICIPAL ADVISORY SERVICES
BY AND BETWEEN
THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
FIELDMAN, ROLAPP & ASSOCIATES, INC.**

Scope of Services

A. Transaction Services.

The Consultant shall assume primary responsibility for assisting the District in coordinating the planning and execution of each debt issue relating to the Project. Insofar as the Consultant is providing Services which are rendered only to the District, the overall coordination of the financing shall be such as to minimize the costs of the transaction coincident with maximizing the District's financing flexibility and capital market access. The Consultant's proposed debt issuance Services may include the following:

- Analyze Financing Alternatives
- Develop the Financing Schedule
- Monitor the Transaction Process
- Review the Official Statement, both preliminary and final
- Procure and Coordinate Additional Service Providers
- Provide Financial Advice to the District Related to Financing Documents
- Compute Sizing and Design Structure of the Debt Issue
- Plan and Schedule Rating Agency Presentation
- Conduct Credit Enhancement Procurement and Evaluation
- Conduct Market Analysis and Evaluate Timing of Market Entry
- Recommend Award of Debt Issuance
- Provide Pre-Closing and Closing Assistance

Specifically, Consultant will:

1. Analyze Financing Alternatives.

At the onset of the financing transaction process for the Project, the Consultant shall review the District's financing needs and in conjunction with the District's management, will provide an analysis of the financing alternatives of the District in implementing the Project and its proposed form or forms of financing.

Unless previously determined, Consultant shall recommend the method of sale of debt and outline the steps required to achieve efficient market access.]

2. Develop the Financing Timetable.

The Consultant shall take the lead role in preparing a schedule and detailed description of the interconnected responsibilities of each team member and update this schedule, with refinements, as necessary, as the work progresses.

3. Monitor the Transaction Process.

The Consultant shall have primary responsibility for the successful implementation of the financing strategy and timetable that is adopted for each debt issue relating to the Project. The Consultant shall coordinate (and assist, where appropriate) in the preparation of the legal and disclosure documents and shall monitor the progress of all activities leading to the sale of debt. The Consultant shall prepare the timetables and work schedules necessary to achieve this end in a timely, efficient and cost-effective manner and will coordinate and monitor the activities of all parties engaged in the financing transaction.

4. Review the Official Statement.

The Consultant shall review the official statement for each debt issue relating to the Project to insure that the District's official statement is compiled in a manner consistent with industry standards. Consultant does not undertake any responsibility to review disclosure documents on behalf of owners or beneficial owners of bonds or debt which may arise from the Consultant's work hereunder.

5. Procure and Coordinate Additional Service Providers.

The Consultant may act as District's representative in procuring the services of financial printers for the official statement and related documents, and for the printing of any securities. In addition, the Consultant may act as the District's representative in procuring the services of trustees, paying agents, fiscal agents, feasibility consultants, redevelopment consultants, or escrow verification agents or other professionals, if the District directs.

6. Provide Financial Advice to the District Relating to Financing Documents.

The Consultant shall assist the managing underwriters, bond counsel and/or other legal advisors in the review of the respective financing resolutions, notices and other legal documents. In this regard, the Consultant shall monitor document preparation for a consistent and accurate presentation of the recommended business terms and financing structure of each debt issue relating to the Project, it being specifically understood however that the Consultant's services shall in no manner be construed as the Consultant engaging in the practice of law.

7. Compute Sizing and Design Structure of Debt Issue.

The Consultant shall work with the District's staff bond counsel and other professionals of the District to design a financing structure for each debt issue relating to the Project that is consistent with the District's objectives, that coordinates each transaction with outstanding issues and that reflects current conditions in the capital markets.

8. Plan and Schedule Rating Agency Presentations.

The Consultant shall develop a plan for presenting the financing program to the rating agencies. The Consultant shall schedule rating agency visits, if appropriate, to assure the appropriate and most knowledgeable rating agency personnel are available for the presentation and will develop presentation materials and assist the District officials in preparing for the presentations.

9. Conduct Credit Enhancement Evaluation and Procurement.

Upon the District's direction, the Consultant will initiate discussions with bond insurers, letter of credit providers and vendors of other forms of credit enhancements to determine the availability of and cost benefit of securing financing credit support.

10. Conduct Market Analysis and Evaluate Timing of Market Entry.

The Consultant shall provide summaries of current municipal market conditions, trends in the market and how these may favorably or unfavorably affect the District's proposed financing.

a. Competitive Sales.

For all types of competitive sale of debt, the Consultant shall undertake such activities as are generally required for sale of securities by competitive bid including, but not limited to the following:

- Review and comment on terms of Notice of Sale Inviting Bids
- Provide advice on debt sale scheduling
- Provide advice on the use of electronic bidding systems
- Contact potential bidders
- Coordinate bid opening with the District officials
- Verify bids received and make recommendations for acceptance
- Provide confirmation of issue sizing, based upon actual bids received, where appropriate
- Coordinate closing arrangements with the successful bidder(s)

b. Negotiated Sales.

In the case of a negotiated sale of debt, the Consultant shall perform an evaluation of market conditions preceding the negotiation of the terms of the sale of debt and will assist the District with the negotiation of final issue structure, interest rates, interest cost, reoffering terms and gross underwriting spread and provide a recommendation on acceptance or rejection of the offer to purchase the debt. This assistance and evaluation will focus on the following areas as determinants of interest cost:

- Size of financing
- Sources and uses of funds
- Terms and maturities of the debt issue
- Review of the rating in pricing of the debt issue
- Investment of debt issue proceeds
- Distribution mix among institutional and retail purchasers
- Interest rate, reoffering terms and underwriting discount with comparable issues
- Redemption provisions

c. Private or Direct Placement

In the case of a private placement or direct placement of debt with a commercial bank or other similar institution, the Consultant will provide assistance and advice to the District

in negotiating the terms of the debt, including the size, structure, interest rates, prepayment terms and compensation to lender, if any. The Consultant will provide a recommendation on the acceptance or rejection of the terms of the placement. The Consultant cannot provide a specific list of potential lenders and cannot serve as placement agent for the financing, but can assist the District with implementing a financing with a lender or lenders selected by the District without advice from the Consultant.

11. Recommend Award of Debt Issuance.

Based upon activities outlined in Task 10(a), 10(b) and 10(c) above, the Consultant will recommend accepting or rejecting offers to purchase the debt issue. If the District elects to award the debt issue, the Consultant will instruct all parties and help facilitate the actions required to formally consummate the award.

12. Provide Pre-Closing and Closing Activities.

The Consultant shall assist in arranging for the closing of each financing. The Consultant shall assist counsel in assuming responsibility for such arrangements as they are required, including arranging for or monitoring the progress of bond printing, qualification of issues for book-entry status, signing and final delivery of the securities and settlement of the costs of issuance.

B. Additional Services.

The District may, with the concurrence of the Consultant, expand this Agreement to include any additional services not specifically identified within the terms of this Agreement. Any additional services may be described in an addendum to this Exhibit A and are subject to fees to be negotiated outside of this Agreement.

**EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
FOR TRANSACTIONAL MUNICIPAL ADVISORY SERVICES
BY AND BETWEEN
THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
FIELDMAN, ROLAPP & ASSOCIATES, INC.**

Compensation and Expenses

Municipal Advisory services performed in regards to transactional services, as described in Section 1 of this Agreement and as more fully described in the Scope of Services set forth Exhibit A, will be in an amount not-to-exceed \$45,000 for each series (inclusive of all expenses). Payment of such compensation earned by Consultant shall be contingent on and payable at the successful closing of the debt issue(s) undertaken.

Limiting Terms and Conditions

The above compensation is based on completion of work orders within six months of the District's authorization to proceed, and assumes that the District will provide all necessary information in a timely manner.

Abandonment

If, once commenced, the services of the Consultant are terminated prior to completion of our final report for any reason, the Consultant will be compensated for professional services and reimbursed for expenses incurred through the time of receive notification of such termination at the standard hourly rates shown above.

**EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
FOR TRANSACTIONAL MUNICIPAL ADVISORY SERVICES
BY AND BETWEEN
THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
FIELDMAN, ROLAPP & ASSOCIATES, INC.**

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to all material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. With respect to all aspects of the relationship between Consultant and the District, Consultant adheres to its fiduciary duty to the District, which includes a duty of loyalty to the District in performing all municipal advisory activities for the District. The duty of loyalty obligates Consultant to deal honestly and with the utmost good faith with the District and to act in the District's best interest without regard to any interest Consultant has or may have. Consultant has a wide range of clients so our success and profitability are not dependent on maximizing short-term revenue generated from individual recommendations to our clients but is instead dependent on long-term profitability based on a foundation of integrity, quality and adherence to our fiduciary duty. Furthermore, Consultant's supervisory structure provides strong safeguards against individual representatives of Consultant violating their duty due to personal interests.

Consultant makes the following representations to the District with regard to the Services:

- A. Other than the compensation described in this Agreement, we have no other interest, direct or indirect, that would interfere with or impair in any matter or degree the performance of our obligations. During our work on the Services, we do not intend to acquire or obtain any such interest, direct or indirect. If any such interest is acquired or obtained, we will immediately advise the District.
- B. We have not provided any gift or consideration to any officer, employee or agent of the District to either obtain the Agreement or any assignment from the District, including the Services. Neither our firm, nor its officers or employees will provide any such gift or consideration to any officer, employee or agent of the District to influence decisions with regard the Services or our obligations under the Agreement.
- C. Our compensation for the Services is based on the size of the Project and is contingent on the completion of the Project. While this form of compensation is customary in the market for financial services to municipal entities, this may present conflict of interest as we would have an incentive to recommend to the District the Project even if it is unnecessary or provides insufficient benefit or advise the District to increase the size of the Project. This potential conflict is mitigated by Consultant's fiduciary duty to the District.

Information Regarding Legal Events and Disciplinary Actions

MSRB Rule G-42 requires that municipal advisors provide their clients disclosures of legal or disciplinary events material to the evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Consultant sets out required disclosures and related information below:

- A. There are no legal or disciplinary events material to the District's evaluation of Consultant or the integrity of Consultant's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I with the Securities and Exchange Commission (the "SEC").

Consultant's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at:

<http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001612429>

Contents of Client Brochure

The MSRB requires us to provide you with the following information: Consultant is registered as a "Municipal Advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the MSRB.

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

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

To:	Board of Trustees	Date: July 13, 2020
Re:	Approval of Agreement with BankMobile Technologies, Inc.	
Action:	Request for Approval	

BACKGROUND

The Board of Trustees approved a three-year agreement with BankMobile Technologies, Inc. on June 11, 2018 to meet the requirements of Senate Bill 595 to offer students a direct deposit option for receiving financial aid. We are now beginning the third year of the agreement and thus far the feedback we have received from the financial aid offices at the colleges regarding BankMobile's services has been positive. While at this point we have only used BankMobile to disburse financial aid, there are other types of student disbursements, such as student refunds and foundation awards that could be disbursed through BankMobile under our current agreement at no additional cost to the district.

ANALYSIS

We are in year three of the initial contract period, which ends June 30, 2021. This contract included a 6% yearly escalator on the original \$15,000 per year cost; however, the Fiscal Impact in the docket recommendation was for \$45,000 for the three years. In order to pay the third year of the contract, authorization is needed for an additional cost of \$2,754 for this escalation and is included in the Fiscal Impact below.

The district is interested in continuing this service and has negotiated a new five-year contract beginning July 1, 2021. In the new agreement, BankMobile has agreed to hold the cost the same for the first three years at \$16,854 each and then include a lower 3% escalator for the last two years of this contract (\$17,360 and \$17,881). The combination of all costs through June 30, 2026 totals \$88,557. Funding for this agreement will be from the Fiscal Services operating budget.

RECOMMENDATION

It is recommended the Board of Trustees approve the agreement with BankMobile Technologies, Inc. as presented.

Fiscal Impact:	\$88,557	Board Date: July 13, 2020
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	

MASTER SERVICES AGREEMENT

<p>“Institution”: Rancho Santiago Community College District “Institution Address”: 2323 North Broadway, Santa Ana, CA 92706 “Effective Date”: July 1, 2021 “Project Start Date”: N/A “Go-Live Date”: N/A</p>
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This BankMobile Technologies, Inc. Services Agreement (together with all exhibits hereto, this “Agreement”) is entered into as of the Effective Date between BankMobile Technologies, Inc, a wholly owned subsidiary of Customers Bank, a Pennsylvania corporation located at 1015 Penn Avenue, Suite 103, Wyomissing, PA 19610 (hereinafter “BankMobile”) and the Institution.

WHEREAS, the Institution desires that BankMobile provide the Services (as described in Exhibit A and defined in Exhibit B hereto) to the Institution; and

WHEREAS, BankMobile desires to deliver such Services under the terms set forth in Exhibits A and B attached hereto.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BankMobile and the Institution hereby agree as follows:

BankMobile and the Institution will implement the Services described in the Exhibits on the following timeline:

The initial term of this Agreement will end on **June 30, 2024**. This Agreement will automatically renew for one additional period of two (2) years at the published prices in effect at the time of renewal unless, at least 120 days prior to the end of the current term, either party gives the other a written notice of termination.

Exhibit A (Description of Services) and Exhibit B (Terms and Conditions) are incorporated into this Agreement by reference.

IN WITNESS WHEREOF, the Institution and BankMobile have caused this Agreement to be executed as of the Effective Date.

BankMobile

Institution RSCCD

By: _____

By: _____

Name: Andrew Crawford

Name: Peter J. Hardash

Title: CCO

Title: Vice Chancellor, Business Operations/Fiscal Services

Date: _____

Date: _____

Exhibit A
Description of Services

1. Definitions

The following definitions apply to the terms set forth below when used in this Agreement:

1.1 “ACH” shall mean Automated Clearing House.

1.2 “ATM” shall mean a mechanized or electronic device that allows consumers to withdraw cash from a bank account and may provide additional functions.

1.3 “Campus Transaction System” shall mean an Institution System and/or third-party vendor system that provides a multitude of campus services to Users through their Debit Card.

1.4 “Debit Card” shall mean a BankMobile mag-stripe MasterCard® (or other network) debit card that will be provided to each Customer Bank Account holder.

1.5 “Default Check” shall mean a check sent to a designated student where the student has not made a refund preference selection within 21 days after being notified of its availability, BankMobile automatically mails a default check to the student before the expiration of the 21-day period.

1.6 “Disbursements” shall mean the distribution of a Title IV credit balance and non-Title IV funds.

1.7 “Electronic Disbursement” shall mean any direct deposit into a User’s financial account provided by Customers Bank, or ACH transfer to a User’s third-party bank account.

1.8 “ERP” shall mean an Institution System that contains User information necessary to operate the Services.

1.9 “Government Rules” shall mean all applicable laws, regulations and rules promulgated by a state or the federal government, or any agency or department thereof.

1.10 “Customers Bank Account” shall mean a checking account opened and maintained by a User through Customers Bank.

1.11 “BankMobile Materials” shall mean any computer programs (source and object code and executable form), communications protocols, specifications, layouts, flow charts, manuals and instruction books, websites, content, designs, logos, proprietary methods, marketing strategies and operational guidelines, as provided by BankMobile to the Institution, or developed and used by BankMobile in the course of performing the Services.

1.12 “Institution Data” shall mean any data or information of the Institution that is provided to BankMobile in the performance of its obligations under this Agreement,

including data and information with respect to the businesses, operations, facilities, products, consumer markets, assets, finances, and personal information of Users. For the avoidance of doubt, Institution Data may include directory information as defined in 34 CFR 99.3. Additional required data will be determined during implementation. Institution Data shall not mean the data generated and used by BankMobile to provide the Services to Users.

1.13 “Institution System” shall mean the equipment, hardware, and all related electronic equipment and any computer programs (source code, object code and executable form), used in conjunction with the administration of the Services.

1.14 “Intellectual Property Rights” shall mean any and all proprietary rights in any trademarks, copyrights, trade secrets, patents and patent applications, renewals, extensions, continuations, divisions or reissues, in whole or in part, now or hereafter in force, and any foreign counterparts.

1.15 “Operating Rules” shall mean any written operating rules and regulations required by third party providers, including but not limited to VISA and MasterCard® (as applicable).

1.16 “Paper Check Disbursement” shall mean disbursement via paper check mailed or provided to User.

1.17 “Services” shall mean the services to be provided by BankMobile to the Institution as set forth in Exhibit A.

1.18 “User” shall mean any individual who is eligible for the Services offered by BankMobile pursuant to this Agreement.

2. General Description

BankMobile will provide comprehensive student refund disbursement services to the Institution. The Services to the Institution shall include the following:

- a. providing Users access to a secure technology platform to select refund delivery preference;
- b. offering telephone and web-based customer service to all Users;
- c. handling exceptions such as refund reversals and stale check returns;
- d. distributing email and mobile notifications to Users;
- e. providing administrative support and reporting to the Institution;
- f. providing an optional financial account to Users;
- g. providing the Institution the ability to create a customized Debit Card which serves an institutional purpose, and sending such Debit Card to all Users.

BankMobile shall disburse all Disbursements to Users, subject to the pricing listed in Section 9.1. Disbursements that constitute Federal Student Aid credit balances under Title IV of the Higher Education Act of 1965 (the “Title IV Regulations”) will be directly paid to Users within the timeframes set forth in the cash management regulations promulgated by the U.S. Department of Education under the Title IV Regulations. Users shall have the option to receive Disbursements deposited directly through an electronic ACH transfer to a third-party bank account or directly into a financial account offered by Customers Bank. If a User does not have a valid refund preference selection and such Disbursement is subject to the Title IV Regulations, BankMobile shall issue a check to such User within the meaning of the Title IV Regulations no later than the timeframe set forth by the Title IV Regulations. To initiate the Disbursement, the Institution will provide to BankMobile data indicating recipients of funds. To confirm the disbursement request, the Institution must wire transfer the funds to an account designated by BankMobile.

BankMobile shall produce and mail a refund selection kit containing a personal code to each User. BankMobile shall also email the personal code to each User. If the Institution elects to create a customized Debit Card which serves an institutional purpose within the meaning of the Title IV Regulations, the refund selection kit will contain a personal code and a Debit Card. Upon the request of the Institution, BankMobile will provide functionality to allow integration between the Debit Card and the Institution’s Campus Transaction System.

Institution may also request that BankMobile process and disburse refunds due to parents of Users (“PLUS Loan Refunds”) and assume payroll processing, such as direct deposit. PLUS Loan Refunds will be issued via paper check or to Customers Bank Accounts.

3. Marketing

3.1 BankMobile Marketing

BankMobile shall have the limited right and license, for the purpose of fulfilling all of the Services, to use the current and future respective name, trademarks, service marks, copyrights and logos of the Institution. Specifically, the Institution gives permission to BankMobile and its check printing vendor to use the Institution name and the Institution logos for the purpose of check printing. This and any similar permission is granted royalty-free and may be used exclusively by BankMobile and its affiliates for Customers Bank Accounts and the Debit Card.

BankMobile will develop and distribute information marketing the Services to Users. The Institution agrees to only use BankMobile approved marketing materials using Institution marks and postings on the Institution’s website concerning the Services. The Institution further agrees to not create, re-create, alter, amend, or adjust BankMobile approved marketing materials. The Institution will allow BankMobile to include marketing materials in appropriate Institution mailings as permitted by the Title IV Regulations. Additionally, the Institution must provide BankMobile a means of contacting all Users electronically to administer the Services.

3.2 Institution Marketing

The Institution will inform Users about the refund disbursement services using educational materials available through BankMobile’s Self Service Online Storefront, at service launch and the start of new academic terms. It is also expected that the Institution will include the materials in the admissions, financial aid and acceptance process and inform the refund disbursement services at new student orientations, parent orientations, student government organizations and other activities. The Institution is expected to review and update the materials on their properties on an ongoing basis to ensure the most recent materials are being used in compliance with federal regulations.

The Institution is expected to provide continuing education of the refund disbursement services to students and staff using only the materials provided by BankMobile. It is also expected that the Institution will promote and provide program education on the institution web site as well as

other available digital means such as emails and text messaging.

4. Customer Service

BankMobile will maintain its standard website that will provide the following functions: Customers Bank Account information, including transaction information, electronic funds transfer request capability, disbursement status information, customer service contact information and other relevant BankMobile and Institution information. BankMobile shall provide industry standard customer service with respect to the Services for every User. Communication channels between the Users and BankMobile shall include phone, email, US mail and website. Website availability shall be subject to scheduled and unscheduled downtime, which BankMobile shall communicate to the Institution if possible.

5. ATMs

The Institution acknowledges that the Title IV Regulations require that higher education institutions, or third party servicers acting on their behalf, that offer a bank account or debit card product to their students ensure that such students have convenient access to funds in the financial account through a surcharge-free national or regional ATM network that has ATMs sufficient in number and housed and serviced such that funds provided pursuant to a Title IV of the Higher Education Act program (“Title IV HEA Program”) are reasonably available. BankMobile will assist the Institution in complying with this requirement by providing access to a surcharge-free regional or national ATM Network for Institution’s Users or by another manner permissible pursuant to the Title IV Regulations.

6. Rewards and Deals

BankMobile, one of its affiliates or a third party contracted by BankMobile, may maintain various rewards and incentive programs, from time to time, that would be available to Users. BankMobile, one of its affiliates or a third party contracted by BankMobile, shall be responsible for the recruitment and management of participating merchants, deals and other promotions, and the assignment and administration of any User benefits. BankMobile shall be responsible for informing Users of any such programs offered and the associated terms and conditions of the respective programs.

7. Optional Services (upon mutual agreement)

BankMobile and the Institution may agree that BankMobile shall provide the Institution additional services under this Agreement (which are not otherwise included pursuant to the terms of this Agreement). To the extent that

BankMobile and the Institution agree that BankMobile shall provide certain optional services, such additional optional services may only be added by a written amendment, addendum or additional exhibit to this Agreement, and additional charges for such optional services may apply.

8. Miscellaneous BankMobile Obligations

Pursuant to the terms of this Agreement, BankMobile shall be responsible for the following actions:

- a. offering students a secure method to authenticate their identity and provide their disbursement instructions to BankMobile; and
- b. providing secure logins to authorized representatives of the Institution that will allow access to BankMobile’s standard reports online related to Disbursements and other information.

The Institution shall be responsible for the protection and the management of the logins of each of its authorized representatives into BankMobile’s systems and shall be liable for any disclosure, theft or abuse of logins.

9. Charges to the Institution

The Institution shall pay to BankMobile the fees and amounts as described below. The Institution acknowledges that the fees and other amounts due to BankMobile, as set forth below, do not include taxes, duties or other governmental charges including, but not limited to, sales, use, excise, and value added taxes (but excluding any taxes imposed on BankMobile’s income), and the Institution shall pay such taxes if applicable and levied or imposed by any government authority in connection with the Services.

9.1 Institution Charges

(a) Set-up and Implementation Costs: Intentionally deleted.

(b) Fees: The Institution agrees to pay BankMobile an annual subscription fee in an amount equal to **\$16,854** for the Services (the “Subscription Fee”) for the initial term of the agreement. The Institution agrees to pay BankMobile the Subscription Fee within thirty (30) days of the Effective Date of this Agreement. Thereafter, the Institution agrees to pay BankMobile the Subscription Fee on or before the anniversary of the Effective Date of each respective calendar year, for the term of the Agreement.

The Subscription Fee shall include:

- i. Electronic Disbursements (ACH or Bank Account Provided by Customers Bank)
- ii. Default Checks

To the extent that the Institution processes less than 90% of all Disbursements through BankMobile’s Refund Management® system in any given semester, BankMobile reserves the right to charge the Institution an account maintenance fee of \$1 per month per User.

(c) **Additional Charges:** The Institution may request the optional services (which are not otherwise included pursuant to the terms of this Agreement) and the cost of such services shall be quoted upon request. For the avoidance of doubt, to the extent that BankMobile and the Institution agree that BankMobile shall provide any of the optional services listed in this subsection (c), such additional optional services may only be added by a written amendment, addendum or additional exhibit to this Agreement, and additional charges for such optional services may apply. The optional services available are:

- a. non-standard features on the BankMobile website and custom reports;
- b. exception handling for Disbursements;
- c. modifications to the Debit Card design after approval, or additional card features such as proximity or smart chips (pricing above includes standard embossed mag-stripe cards only);
- d. assistance in de-converting from the Services;
- e. excessive data transfer (charged in the event that unnecessary files and/or data are uploaded to BankMobile’s system);
- f. any additional services that have been mutually agreed upon by both parties;

The aforementioned optional services will be quoted at BankMobile’s then standard hourly rates. The current standard hourly rate is \$275 per hour for technical and project management time. For large projects, we will negotiate an appropriate and mutually agreed upon rate.

9.2 Invoices

To the extent that an invoice is issued to the Institution for charges incurred, the Institution shall pay such invoices within thirty (30) days of the date of the invoice. In the event any amounts due remain unpaid beyond the 30th day, BankMobile reserves the right to charge the Institution a late fee of 1.5% of the unpaid amount for each month such amount remains unpaid. With the exception of any amounts that the Institution disputes in writing in good faith within thirty (30) days of invoice date, the Institution agrees that it shall neither make nor assert any right of deduction or set off from fees on invoices submitted by BankMobile. Additionally, BankMobile reserves the right to increase any fees by a factor not to exceed three-percent (3%) per annum for any renewal period of the agreement. The Institution acknowledges that the above pricing structure is based on BankMobile being allowed to provide all of the Services contained in this Agreement. Any change to the terms, scope, timeline or the Services may result in a modification to the pricing set forth above. BankMobile does not waive its right to collect fees owed to BankMobile due to an error contained in an invoice or by the acceptance of a partial payment.

Please complete the following contact information block with the appropriate Institution billing information:

Billing Contact & Title	Erika Almaraz - Fiscal Services Manager
Address Line 1	2323 North Broadway
City, State, Zip Code	Santa Ana, CA 92706
Email Address (for electronic invoices)	almaraz_erika@rscdd.edu

Exhibit B
Terms and Conditions

1. PROVISIONS OF SERVICES

1.1 Terms Governing Services. This exhibit sets forth the terms and conditions applicable to any of the Services which may be provided by BankMobile to the Institution during the Term.

1.2 Changes or Additions to Scope. Either party may propose a change to any exhibit, or any additional services to be provided by BankMobile to the Institution under an additional exhibit; however, no such change or additional services shall become part of this Agreement unless and until accepted and agreed in writing by both parties. Upon such execution, such amended or supplemental exhibit (and any of the Services) shall become part of this Agreement.

1.3 Conditions Precedent to Services. BankMobile's obligations hereunder shall be subject to obtaining regulatory and third-party approvals needed to provide the Services.

2. INSTITUTION OBLIGATIONS

The Institution understands and agrees that BankMobile's performance of its obligations hereunder is dependent upon the Institution's cooperation and timely performance of certain tasks and obligations. These tasks and obligations are set forth below and shall include, but are not limited to:

- a. assigning adequate personnel to assist BankMobile in the performance of the Services and providing assistance to and coordinating with third party providers of the Institution System to facilitate the timely implementation and performance of the Services;
- b. providing any technical data and other technical information necessary for access to the Institution System and for the performance of the Services;
- c. facilitating any integration and coordinating with the Institution System third party vendors including but not limited to Campus Transaction System, ERP and other providers (as applicable) to connect the Services with the Institution System;
- d. maintaining and operating all the features and functionalities of the Institution System, unless otherwise expressly stated in Exhibit A, and protecting all information stored on the Institution System;
- e. providing BankMobile the right to have marketing materials related to the Services included within Institution mailings to Users, continuing to remain responsible for any expenses, including postage, relating to the Institution distributed mailings to Users;
- f. refraining from entering into any agreement or similar relationship with any other third-party provider relating to refund disbursement or to the co-branding of checking accounts and/or debit, store-valued or equivalent cards during the Term;
- g. providing (i) access to and assistance with marketing information related to the Services to be distributed to Users

- by the Institution and (ii) timely decisions and approvals necessary for the timely delivery of the Services;
- h. generating and distributing of payroll stubs and associated tax-related information to the extent that BankMobile is handling payroll disbursements;
- i. issuing and distributing temporary cards, which will not be Debit Cards in the event that the Institution desires to provide Users with a temporary card in the case of loss or theft of a User's Debit Card which serves an institutional purpose;
- j. providing Institution Data to BankMobile to perform the Services;
- k. reviewing, on an annual basis, BankMobile's policies and procedures as set forth in BankMobile's Department of Education Compliance Handbook pertaining to the Services and abiding by those policies and procedures;
- l. conducting reasonable due diligence reviews at least every two years in accordance with Department of Education regulations;
- m. disclosing, conspicuously on its website this Agreement and providing to the Secretary of the Department of Education an updated URL containing the Agreement for publication in a centralized database accessible to the public; provided, however that the parties shall have the right to redact from this Agreement any information that, if disclosed, would compromise either party's personal privacy, proprietary information, or the security of information technology or of physical facilities;
- n. disclosing, conspicuously on its website the total consideration for the most recently completed award year paid to or received by the parties under the terms of this Agreement or any other agreements between BankMobile and the Institution concerning the Services;
- o. disclosing, conspicuously on its website the number of accounts opened under this Agreement, and the mean and median actual costs incurred by accountholders for the previous calendar year, during any year in which the Institution's enrolled students open thirty (30) or more financial accounts;
- p. notifying the Department of Education within ten (10) days of the date that it (i) enters into a new third-party servicer contract or significantly modifying an existing contract; (2) terminates a third-party servicer contract; or (3) ceases the performance of the functions required under a third-party servicer contract, goes out of business, or files a bankruptcy petition;
- q. providing BankMobile the date on which a credit balance is created; and
- r. executing BankMobile's Institutional Purpose Verification form if the Debit Card serves an institutional purpose.

BankMobile agrees to assist the Institution with the disclosure requirements set forth in subsections (n) through (p).

3. COMPLIANCE AND WARRANTIES OF PARTIES

3.1 Compliance. BankMobile and the Institution shall comply in all material respects with any Government Rules, Operating Rules and BankMobile Materials applicable to the Services and/or the performance of their obligations hereunder including, but not limited to the Title IV Regulations and the operative interpretation of such regulations by the DOE. The Institution and BankMobile further agree that neither shall be obligated to comply with the terms of this Agreement, or any portion thereof, if doing so would cause such party to be in violation of Government Rules including, but not limited to, Title IV Regulations. In the event that there is a conflict between the terms of this Agreement and any of Government Rules or any interpretations of thereof by an applicable regulator or court of competent jurisdiction, Government Rules shall govern. The Institution agrees that it shall determine, in its sole discretion, whether it has entered into a tier two arrangement per the Title IV Regulations and that it will notify BankMobile of any such arrangement. If the Institution determines it has entered into a tier two arrangement, the Institution and the other party subject to the tier two arrangement shall be responsible for compliance with all applicable Government Rules and shall enter into an agreement indemnifying BankMobile for any and all representations and warranties associated with the financial account offered under the tier two arrangement prior to BankMobile listing such a financial account on its refund selection website.

3.2 BankMobile. BankMobile represents and warrants that: (i) its performance of the Services materially complies with all applicable Government Rules; (ii) none of the BankMobile Materials contains any defamatory, damaging, obscene or offensive materials, or any materials that knowingly infringe or breach any third party's copyrights, trade secrets or other intellectual property rights; and (iii) all storage, maintenance and use of the Institution Data by BankMobile will materially be in compliance with all Government Rules.

3.3 Title IV Program Compliance. BankMobile agrees to the following: (i) to comply with all statutory or regulatory provisions, and special arrangements, agreements, limitations, suspensions, and terminations entered into under Title IV HEA Program; (ii) to refer to the Department of Education Office of Inspector General for Investigations any information indicating there is reasonable cause to believe either: (a) the Institution might have engaged in fraud or other criminal misconduct in connection with the Institution's administration of any Title IV HEA Program, or (b) an applicant for Title IV HEA Program assistance might have engaged in fraud or other criminal misconduct in connection with his or her application; (iii) to be jointly and severally liable with the Institution for any violation by BankMobile of any statutory or regulatory provisions, and special arrangements, agreements, limitations, suspensions, and terminations entered into under the Title IV HEA Program; (iv) to make available to the Institution all records in BankMobile's possession pertaining to the Institution's participation in the program or programs for which the Services are no longer provided, if this Agreement is terminated, or BankMobile stops providing the Services, goes out of business, or files a petition under the US Bankruptcy Code; and (v) to submit any required compliance audit to the U.S. Department of Education.

3.4 Institution. The Institution represents and warrants to BankMobile that: (i) it has obtained in writing any licenses, permits, registrations, waiver or other authorizations from any party necessary for BankMobile to access and use the Institution Data and Institution System to perform the Services; (ii) the Institution Data is complete and accurate, to the best of the Institution's knowledge, and the Institution has reasonable and appropriate procedures to insure same; and (iii) the Institution Data and the Institution System do not contain any defamatory, damaging, obscene or offensive materials, or any materials that infringe or breach any third party's copyrights, trade secrets or other intellectual property rights.

3.5 Web Accessibility. BankMobile acknowledges that Web Content Accessibility Guidelines (WCAG) 2.0 provide a wide range of recommendations for making Web content more accessible. Should either party have concerns regarding the other party's web accessibility, the parties will submit such concerns in writing, and either party shall have the right to respond in a reasonable period of time. Either party shall have the right to terminate this Agreement without penalty upon 120 day's notice.

4. CONFIDENTIALITY

4.1 Confidential Information. BankMobile and the Institution each acknowledges that confidential and proprietary information that has commercial value to the disclosing party in its business that is not in the public domain will be disclosed to the other party. For purposes of this Agreement, "Confidential Information" shall mean (i) all information of a party that is marked "confidential", "proprietary", "internal" or with a similar designation or that from the circumstances a party should reasonably understand to be confidential or proprietary to the other party and (ii) trade secrets, confidential knowledge, know-how, software, technical information, data or other proprietary information or business information regarding business planning and operations of disclosing party.

4.2 Obligations. Each party shall only use the Confidential Information of the other party to perform its obligations under this Agreement. Each party will use at least the same degree of care, but not less than reasonable care, and to the extent permitted by Government Rules, to prevent any disclosure to third parties of the Confidential Information of the other party as it employs to avoid unauthorized disclosure, publication or dissemination of its own information of a similar nature; provided, however, that each party may disclose such information to its employees, agents, subcontractors and vendors who have a need to know such information, who have been advised by the disclosing party of the obligation to preserve such information's confidentiality, and who have entered into a written confidentiality agreement containing obligations materially similar to those contained in this Section. The disclosing party shall be responsible for any breach by any of its employees, agents, subcontractors or vendors of any such confidentiality obligations. Upon expiration or termination of this Agreement for any reason, each party shall return promptly to the other party all Confidential Information in such party's possession and certify in writing to the other party its compliance with this sentence.

4.3 Personal Identifying Information. When providing data to BankMobile to aid in the disbursement of student funds, the

Institution agrees that it will not send BankMobile either the full or partial social security number for any User.

4.4 Exclusions. Notwithstanding the foregoing, this Section will not apply to any Confidential Information of a party that the other party can demonstrate as evidenced by written records: (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure not subject to any confidentiality obligation; (iv) was received after disclosure to it from a third party who had a lawful right to disclose such information to it; (v) was independently developed by or for the receiving party without reference to Confidential Information of the furnishing party; or (vi) may be required to be disclosed under Government Rules, or as may be required to comply with legal process, provided, however, that the disclosing party shall first give the other party notice of any such disclosure and shall only disclose so much of the other party's Confidential Information as is necessary to comply with the applicable legal requirement or process. Institution Data shall not be deemed Confidential Information for purposes of this Section but shall be subject to Section 5.

4.5 Equitable Remedies. Each party acknowledges that, to the extent that it breaches (or threatens to breach) its obligations under this Section, the other party will be irreparably harmed. Accordingly, if a court of competent jurisdiction should find that a party has breached (or threatened to breach) any such obligations, such party will not oppose the entry of an appropriate order restraining it from any further breaches (or threatened breaches).

5. INSTITUTION DATA

5.1 BankMobile. BankMobile agrees to store and use the Institution Data in compliance with all Government Rules and in accordance with industry standards. BankMobile shall share the Institution Data with third parties solely as necessary to provide the Services hereunder or as may be required to be disclosed under Government Rules or to comply with legal processes. All personal User information will be handled per BankMobile's privacy policy (as may be revised from time to time) and in accordance with the Family Educational Rights and Privacy Act (Buckley Amendment) and the Gramm-Leach-Bliley Act, as applicable.

5.2 Institution. The Institution understands and agrees that, to the extent applicable under the provisions of Government Rules, it may be subject to examination by regulatory entities for the Services provided in connection with this Agreement. In addition, the Institution shall comply with all applicable requirements of Government Rules by taking appropriate measures to ensure the security, confidentiality, availability and integrity of all Institution Data and Confidential Information and to protect against unauthorized access to or use of such information.

6. OWNERSHIP

6.1 BankMobile. BankMobile shall be the sole and exclusive owner of the BankMobile Materials, banking and BankMobile related items on the Debit Card, and all Intellectual Property Rights in and to them and their derivative works and improvements (as each of those terms is defined and applied under Title 17 and Title 35 U.S.C., respectively) by whomever developed or created. No

ownership of the BankMobile Materials or the Intellectual Property Rights in and to them shall be transferred to the Institution.

6.2 Institution. The Institution is and shall be the sole and exclusive owner of the Institution System, Institution related items on the Debit Card, and all Intellectual Property Rights therein.

7. INSURANCE

Prior to commencing performance, BankMobile shall secure, and maintain in force until termination of this Agreement, not less than the following insurance coverage:

<u>TYPE OF COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Worker's Comp/Employer's Liability	Statutory Limit/\$500,000 Each Accident
Commercial General Liability	\$1,000,000 Each Occurrence and \$2,000,000 in aggregate
Commercial Auto Liability	\$1,000,000 Combined Single Limit
Financial Institution Bond	\$10,000,000
Excess/Umbrella Liability	\$10,000,000 Each Occurrence and in aggregate

All Customers Bank Accounts will be insured with the Federal Deposit Insurance Corporation ("FDIC"). If requested by the Institution in writing, the Institution will be named as an additional insured on the Commercial General Liability and Commercial Automobile Liability policies. Evidence of such coverage will be provided to the Institution upon request.

8. INDEMNIFICATION

To the extent permitted by the laws of the state in which the Institution is located, each party (the "Indemnifying Party") will indemnify, defend and hold harmless the other party and its affiliates and their respective officers, directors, employees and agents (the "Indemnified Party") from and against any and all losses, liabilities, claims, obligations, costs and expenses (including actual and reasonable attorneys' fees), which result from or arise in connection with any breach by the Indemnifying Party of any of its warranties made including breach by the Indemnifying Party's employees, contractors, subcontractors, agents and assignees set forth herein. The Indemnifying Party shall be promptly notified of any such claim, action, or demand and shall have the right, at its own expense, to participate in the defense thereof with counsel of its own choosing; provided, however, that the Indemnifying Party's decision in connection with the defense or settlement of any such claim, action, or demand shall be final, subject to the terms otherwise contained in this Agreement. The foregoing states the entirety of the parties' obligations with respect to any claim by any third Party.

9. EXCLUSIONS OF WARRANTIES AND LIMITATION OF LIABILITY

EXCEPT FOR REPRESENTATIONS OR WARRANTIES EXPRESSLY MADE IN SECTION 3.2, BANKMOBILE MAKES NO, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR

NONINFRINGEMENT) TO THE INSTITUTION, OR TO ANY OTHER PERSON, WITH RESPECT TO THE SERVICES, THE BANKMOBILE MATERIALS, OR ANY OTHER SERVICES OR MATERIALS PROVIDED HEREUNDER. NEITHER BANKMOBILE NOR THE INSTITUTION SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, UNDER ANY THEORY OF LIABILITY (WHETHER LEGAL OR EQUITABLE), AND IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER PARTY UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES RECEIVED BY BANKMOBILE FROM THE INSTITUTION UNDER THIS AGREEMENT FOR THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

10. DELAY – FORCE MAJEURE

Neither party shall be liable to the other party or be deemed to be in breach of this Agreement to the extent that performance of such party's obligations under this Agreement are delayed or prevented as a result of any event beyond the reasonable control of a party and shall include, without limitation, (i) acts of God, explosion, or fire; (ii) war or threat of war, terrorism, sabotage, riot, revolution, civil disturbance or requisition; (iii) acts, restrictions, regulations, prohibitions or measures of any kind on the part of any governmental authority; or (iv) strikes, lockouts, or other industrial actions or trade disputes. The party experiencing excusable delay shall be excused from performance of such obligations so affected by the excusable delay event for the period during which the excusable delay event continues and for such time thereafter as is reasonably necessary to overcome the effects of such excusable delay. Both parties shall use all reasonable best efforts to overcome or work around the excusable delay event as soon as reasonably practicable. In addition, neither party shall be liable to the other party for any late or non-performance of its obligations hereunder to the extent such delay or non-performance is due to the delay or non-performance by such other party of its obligations hereunder.

11. TERM; TERMINATION

11.1 Term. The initial term of this Agreement shall commence on the Effective Date and shall continue for the period of time set forth on the first page of this Agreement, unless earlier terminated pursuant to the terms herein. This Agreement will be renewed in accordance with the terms set forth on the first page of this Agreement. In the event that a change in applicable laws and/or regulations results in BankMobile no longer being able to offer the Services in a commercially reasonable manner as determined by BankMobile, BankMobile shall be able to terminate this Agreement upon 120 days notice to the Institution without penalty. The initial term and any renewal term shall be referred to collectively as the "Term".

11.2 Termination for Cause. If either party fails to perform any of its material obligations under this Agreement (including failure to pay any amounts when due or Institution's failure to abide by Section 3.1) and does not cure such failures within ninety (90) days (or such other time period as may be provided hereunder) after being given written notice specifying the nature of the failure, then the non-defaulting party may, by giving written notice to the other party, terminate this Agreement as of the date specified in

such notice of termination. Notwithstanding anything in this Agreement to the contrary, this Agreement may be terminated immediately for cause at any time by written notice given by either party upon any final determination by any court that this Agreement or any material aspect of the activities to be conducted hereunder is illegal as a matter of law where the parties cannot in good faith negotiate an amendment to the Agreement or such activities to bring it or them into compliance after 120 days of such final determination. Notwithstanding the foregoing, in the event that a change in Government Rules, or a change in the interpretation of such Government Rules, results in BankMobile no longer being able to offer the Services in a commercially reasonable manner as determined by BankMobile, BankMobile shall have the right to terminate this Agreement without penalty upon 120 days notice to the Institution.

11.3 Termination for Student Complaints or Fee Amounts. Notwithstanding anything to the contrary contained herein, the Institution may terminate the Agreement in accordance with the requirements set forth in 34 C.F.R. §668.164(e)(2)(ix) of the Title IV Regulations. In addition, the Institution may choose to survey its student population at any time regarding satisfaction with BankMobile's account set-up and disbursement processes, customer service, fees, accessibility, etc. If the Institution terminates this Agreement pursuant to this section, or as a result of student dissatisfaction indicated by survey results, it shall provide BankMobile with documented support and provide reasonable notice to BankMobile.

11.4 Survival. Any and all payment obligations under this Agreement, any applicable definitions and the following sections of this exhibit shall survive any expiration or termination of this Agreement: 4, 5, 6, 8, 9, 12 and 13.

11.5 Termination Procedures. Both parties shall be involved in notifying Users of a termination of the Services provided pursuant to this Agreement and the options they may exercise as a result of such termination. Users are responsible to decide whether to maintain their respective BankMobile Account through BankMobile or to actively change their banking relationship. De-conversion charges may apply at BankMobile's then current standard hourly rates.

11.6 Proration of Fees in the Event of Termination. If the Agreement is terminated for cause or student complaints, BankMobile will prorate the most recent annual subscription fee paid by the Institution and refund the Institution for the period of time services not rendered. The refund will be paid by BankMobile within thirty (30) days of the agreed-upon termination date.

12. ARBITRATION, GOVERNING LAW AND VENUE

12.1 Arbitration. If permitted under the laws of the state in which the Institution is located, the parties agree that except for the right of either party to seek declaratory, injunctive or other equitable relief, or for claims related to a party's Intellectual Property Rights, any dispute or controversy arising out of or in connection with this Agreement shall be referred to arbitration for final and binding resolution. Either party to this Agreement may initiate arbitration of the dispute by the filing of an application for resolution by one arbitrator appointed by and in accordance with the rules of the American Arbitration Association. The arbitration

shall be conducted in the city and state in which the Institution is located as set forth above. The award in the arbitration shall be final, binding and non-appealable. The award may be entered as a final, non-appealable judgment in any court having jurisdiction. Each party specifically agrees and acknowledges that this Section is a material term of this Agreement and acknowledges that it would not enter into this Agreement in the absence of this Section. Each party warrants and represents to the other party that this Section is valid and enforceable and the other party will incur damages if such representation is false.

12.2 Law and Venue. The laws of United States and the Commonwealth of Pennsylvania shall govern this Agreement, without regard to its conflicts of laws principles. Each of the parties hereby submits to the jurisdiction of the state and federal courts located in the state in which the Institution is located as set forth herein.

13. GENERAL

13.1 Independent Contractor Relationship. BankMobile is acting as an independent contractor under this Agreement and nothing in this Agreement shall be deemed or construed to create a partnership, joint venture or employer-employee relationship between the parties. Neither party has, and shall not hold itself out as having, any authority to enter into any contract or create any obligation or liability on behalf of, in the name of, or binding upon the other party.

13.2 Notices. Any notice to be given hereunder to any other party, including any notice of a change of address, shall be in writing and shall be deemed validly given if (i) delivered personally, (ii) sent by express delivery service, registered or certified mail, postage prepaid, return receipt requested or (iii) sent by facsimile or email, as follows:

- If to BankMobile:
BankMobile
115 Munson Street
New Haven, CT 06511
Attn: Contract Administrator
Email: contracts@bankmobile.com
Fax: 203-776-7796
- If to the Institution:
See the Institution's address on first page of this Agreement.

All such notices shall be deemed given on the date of actual receipt by the addressee if delivered personally, on the date of deposit with the express delivery service or the postal authorities if sent in either such manner, on the date the facsimile or email is sent if sent in such manner, and on the date of actual receipt by the addressee if delivered in any other manner.

13.3 Subcontracting. BankMobile shall have the right to utilize the services of subcontractors in performing the Services, provided that BankMobile shall retain responsibility to the Institution for performance of the Services under this Agreement. BankMobile shall only share the personal identifying information of Users in compliance with Government Rules.

13.4 Publicity. The Institution agrees that BankMobile may reference the Institution as its client, including using the Institution name, service marks, copyrights, licenses, trademarks, logos, colors, slogan, mascot and Debit Card design in the Services, sales and marketing materials, website, and customer service.

13.5 Amendment or Waiver. No amendment or modification of this Agreement shall be valid unless it is in writing and signed by both parties.

13.6 Headings and Captions. The headings and captions of this Agreement are included for convenience only and shall not be considered in construction of the provisions hereof.

13.7 Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of this Agreement, which shall be construed as if such invalid or unenforceable provision had never been a part of this Agreement but in a manner so as to carry out as nearly as possible the parties' original intent.

13.8 Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original agreement, but which together shall constitute one and the same instrument.

13.9 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any letters of intent, memorandums of understanding, confidentiality agreements, and other agreements and communications, oral or written, between the parties regarding such subject matter.

13.10 Assignment. Either party may assign its rights and obligations under this Agreement.

13.11 Books and Records. BankMobile will maintain accurate books and records of all funds received and disbursed in connection with its scope of work, including any and all documentation of any kind, correspondence, and other papers and documents relating to this Agreement. All books and records, relating to the Institution program, are to be prepared and kept in accordance with generally accepted accounting principles consistently applied. BankMobile shall ensure adequate control over all books, records, and files, relating to the Institution program. BankMobile shall preserve all such books and records for at least three (3) years after the close of the calendar year to which they relate and are subject to audit.

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

To:	Board of Trustees	Date: July 13, 2020
Re:	Approval of Amendment to Agreement with Morrissey Associates, Inc. - Professional Design Services for ADA Upgrades to the District Office	
Action:	Request for Approval	

BACKGROUND:

This is an amendment to an existing agreement to extend time only. On February 22, 2016 the Board of Trustees approved an agreement with Morrissey Associates formerly Lentz Morrissey Architects, Inc. for architectural services for the Americans with Disabilities Act (ADA) upgrades project at the District Office to address scope of work associated with accessibility improvements – to see original agreement, please [click here](#).

The project scope of work at the District Office includes multiple phases of work on the exterior of the building to be able to provide an appropriate and legally compliant accessible path of travel from parking stalls and the public right of way (sidewalk from W. Santa Clara Ave.) to the entrance of the building. The agreement originally covered a comprehensive ADA project scope of work to correct exterior deficiencies which includes, providing multiple accessible parking stalls, making a compliant path of travel in multiple locations, adding an accessible ramp at the front of the building (west side), providing for an appropriate path of travel from the public sidewalk, correcting deficiencies on stairways and handrails in multiple locations (both east and west sides of building). Given the extensive work involved to correct the exterior ADA deficiencies, the impact the work would have to multiple parking locations, and based on current estimates of costs, the District needed more time to re-review the scope of work in order to separate the project scope into multiple phases due to budgetary constraints.

Therefore, this amendment extends the agreement time in order to move forward with a small portion of work to minimize the costs and will allow the architect to continue to provide services during the bid and construction phase. The minimized scope of work will be phase 1 and will provide an accessible parking area and path of travel to the building on the east side parking area (along the side of the I-5 freeway exit ramp). The work includes improvements to accessible parking stalls, providing an accessible ramp, correcting deficient handrails, providing a compliant stairway and improves the path of travel from this accessible parking area. The District only desires to move forward with this small phase of work to create a legally compliant accessible parking area and path of travel for the building as the existing conditions are currently deficient. The District has received informal complaints in the past from visitors about the deficiency of accessible parking and path of travel concerns at the building. Future work and an amendment or new agreement with the architect of record will be needed to cover other phases of work when further funding becomes available. No additional costs or modifications to the terms of the original agreement are required.

ANALYSIS:

The services covered by this agreement commenced on February 23, 2016 and the new end date has been extended to December 31, 2021. There are no additional costs for this amendment. The agreement remains based on a not to exceed fee of \$60,050.

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended the Board of Trustees approve the amendment to agreement with Morrissey Associates, Inc. - Professional Design Services for ADA Upgrades to the District Office as presented.

Fiscal Impact:	N/A	Board Date: July 13, 2020
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: 7/13/20

Project: ADA Upgrades

Site: **District Office**

Consultants: **Morrissey Associates, Inc.**

Type of Service: Professional Design Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$31,800.00	\$1,000.00	2/23/2016		9/30/2016
Amendment #1	\$3,500.00				6/30/2017
Amendment #2	\$8,350.00				6/30/2018
Amendment #3	\$13,400.00	\$2,000.00			12/31/2019
Amendment #4					12/31/2021
Total Agreement Amount	\$60,050.00				

AGREEMENT NO: 0177.000/ DESCRIPTION:

Amendment #4 for an extension of time only.

This agreement #0177.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount:

N/A

Contract End Date:

12/31/2021

FOURTH AMENDMENT TO ARCHITECTURAL SERVICES AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **14th** day of **July** in the year **2020**, between **Morrissey Associates, Inc.** 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. 0177.00 entered into on February 22, 2016 and amended September 12, 2016, June 12, 2017 and June 25, 2018 to provide Architectural services for the ADA Upgrades project at the District Office. Please amend the AGREEMENT to include the following:
 - 1. By extending the contract completion date from December 31, 2019 to be through December 31, 2021.
- B. Due to the COVID-19 pandemic, this Amendment 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 amendment and applicable to entirety of said agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this amendment, signifies the parties mutual consent to conduct transactions electronically for the remainder of the duration of the agreement terms. Pursuant to the California Uniform Electronic Transactions act (“UETA”) (Cal. Civic Code § 1633.1 et seq.) and California Government Code §16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.
- C. Except as amended herein, the terms and conditions of AGREEMENT No. 0177.00, effective February 23, 2016, shall remain in full force and effect.

The parties, through their authorized representatives, have executed this AMENDMENT as of the day and year written above.

MORRISSEY ASSOCIATES INC.

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 _____

Agreement No. 0177.04
Board Approval: July 13, 2020
Purchase Order: 16-P0039595

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 13, 2020
Re:	Approval of Three-Year Agreement with Ellucian, Inc. for Professional Services	
Action:	Request for Approval	

BACKGROUND

On July 15, 2019, the Board of Trustees approved an agreement with Ellucian, Inc. for professional services to update the District's reporting solution, conduct maintenance and cleanup processes to improve system performance and establish best operational practices for the District's Colleague ERP (Enterprise Resource Planning) and Student Information Systems (SIS). On June 15, 2020 the Board of Trustees approved extending the ending term of the agreement from June 30, 2020 to July 31, 2020 to finalize ongoing system analysis initiatives. The District has derived significant benefits through the prior professional services engagement, which helped to improve the use of technology resources. The assessments performed during the prior engagement also revealed the need to conduct further analysis on current system usage and implement best practices and training for areas including State reporting, student registration, course scheduling, Admissions and Records, Financial Aid, Fiscal Services, Payroll and Human Resources, among others. It is extremely beneficial for the District to enter into a new agreement in order to advance to the next phase of this project.

ANALYSIS

The administration recommends a three-year agreement for professional services with Ellucian, Inc. The scope of services includes system analysis, system optimization using best practices and technical training. Under this agreement, the services will be billed on a time and materials basis only after they are rendered. The district has negotiated a 14% discounted hourly rate as part of the agreement. The estimated annual fee is \$169,466.

This project will be funded by the ITS operational budget.

RECOMMENDATION

It is recommended the Board of Trustees approve the Three-Year Agreement with Ellucian, Inc. for Professional Services as presented.

Fiscal Impact:	\$169,466 per year (estimated)	Board Date: July 13, 2020
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, 2020.

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
Colleague System Analysis: Accounts Receivable	32	\$213	\$6,816
Colleague System Analysis: Finance	32	\$213	\$6,816
Colleague System Analysis: Financial Aid	32	\$213	\$6,816
Colleague System Analysis: Human Resources/Payroll	64	\$213	\$13,632
Colleague System Analysis: Student Academic Records and Registration	32	\$213	\$6,816
Colleague System Analysis: Student Admissions	72	\$213	\$15,336
Colleague Optimization Consulting: Accounts Receivable	32	\$213	\$6,816
Colleague Optimization Consulting: Finance	32	\$213	\$6,816
Colleague Optimization Consulting: Financial Aid	32	\$213	\$6,816
Colleague Optimization Consulting: Human Resources/Payroll	64	\$213	\$13,632
Colleague Optimization Consulting: Student	32	\$213	\$6,816
Colleague Optimization Consulting: Student Admissions	72	\$213	\$15,336
Colleague Finance	100	\$213	\$21,300
Colleague Finance Workshop	32	\$213	\$6,816
Colleague Student Implementation	100	\$213	\$21,300
Colleague Student Admissions Recruitment and Admissions Workshop	64	\$213	\$13,632
Colleague Student Registration and Academic Records Workshop	32	\$213	\$6,816
Colleague Accounts Receivable Workshop	32	\$213	\$6,816
Colleague Financial Aid	100	\$213	\$21,300
Colleague Financial Aid Workshop	32	\$213	\$6,816
Colleague Human Resources	100	\$213	\$21,300
Colleague Human Resources/Payroll Workshop	64	\$213	\$13,632
Colleague Reporting Table Overview	38	\$213	\$8,094
Colleague Student Reporting for California State Reports	25	\$213	\$5,325
Colleague Technical	300	\$213	\$63,900
Colleague Rules: Rule Writing Techniques Training	132	\$80	\$10,560
Colleague Studio: Computed Columns	72	\$80	\$5,760
Colleague WFMS: Workflow Writing Techniques Training	24	\$80	\$1,920
Colleague Studio: Programming Fundamentals	160	\$80	\$12,800
Colleague Studio Form Development	96	\$80	\$7,680

Colleague Studio: Procedures	24	\$80	\$1,920
Colleague Studio: Debugging Fundamentals	24	\$80	\$1,920
Colleague Reporting: Microsoft SQL Query Fundamentals	32	\$80	\$2,560
Colleague Reporting: Research Fundamentals	24	\$80	\$1,920
Colleague Project Management Services	619	\$213	\$131,847
TOTAL TIME AND MATERIALS SERVICES FEE:			\$508,398

Notes to Time and Materials Services Table:

- ¹ For a more detailed description of these services, the Statement of Work may be downloaded using the following URL: <https://na11.springcm.com/atlas/Link/Folder/15591/bc7b0680-c2ad-e911-9c22-d89d6716196d/2c4e2768-6fa7-ea11-9c2d-d89d6716196d>
- 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 thirty-six (36) months later. Requests for any additional services beyond the thirty-six (36) 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 System Analysis – Description of Services

Overview

Ellucian will meet with key staff and decision makers to discuss current institutional practices, procedures, policies and business processes. Using this information and higher education industry recommended practices, Ellucian will identify:

- Topics to be addressed during the engagement;
- Process improvements that can be achieved through leveraging functionality available in the latest releases of Colleague;
- Business processes that can be improved through re-implementation;
- Operational activities that would benefit from further training and/or consultative support; and
- Areas where specific teams can work cross-functionally to implement integrated processes.

High-level Tasks and Deliverables for Colleague System Analysis

Engagement	High Level Tasks	Deliverables
Colleague System Analysis - Admissions	Ellucian will perform a consultative analysis of the following elements as they relate to Colleague Admissions: <ul style="list-style-type: none"> • Suspect management; • Prospect management; • Applicant management; • Admission counselors tracking; • Transfer equivalencies; • Inter-office communication; and • Self-service. 	<ul style="list-style-type: none"> • System Analysis Report for Colleague Admissions Management
Colleague System Analysis - Scheduling	Ellucian will perform a consultative analysis of the following elements as they relate to Colleague Student Scheduling: <ul style="list-style-type: none"> • Scheduling and registration 	<ul style="list-style-type: none"> • System Analysis Report for Colleague Scheduling
Colleague System Analysis - Academic Records and Registration	Ellucian will perform a consultative analysis of the following elements as they relate to Colleague Academic Records and Registration: <ul style="list-style-type: none"> • Curriculum content and management; • Registration process; • Online self-service; • Academic records; • Degree audit; and • Advising. 	<ul style="list-style-type: none"> • System Analysis Report for Colleague Academic Records and Registration Management
Colleague System Analysis - Accounts Receivable	Ellucian will perform a consultative analysis of the following elements as they relate to Colleague Accounts Receivable: <ul style="list-style-type: none"> • Billing; • Work study and financial aid transmittals; • Payment processing; • Online self-service; • Integration to Accounts Receivable and General Ledger; and • Sponsor billing. 	<ul style="list-style-type: none"> • System Analysis Report for Colleague Accounts Receivable Management
Colleague System Analysis - Financial Aid	Ellucian will perform a consultative analysis of the following elements as they relate to Colleague Financial Aid: <ul style="list-style-type: none"> • Budget assignment; • Communication management; • Award processing; 	<ul style="list-style-type: none"> • System Analysis Report for Colleague Financial Aid Management

Engagement	High Level Tasks	Deliverables
	<ul style="list-style-type: none"> • Pell and federal grant set up and processing; • Loan set up and processing; • Transmittal process and business continuity with student billing; • Return of title IV calculations and withdrawal processing; • Satisfactory academic progress; • Transfer monitoring; • Web based access for students; • Financial aid reporting needs; and • Self-service. 	
Colleague System Analysis - Finance	<p>Ellucian will perform a consultative analysis of the following elements as they relate to Colleague Finance:</p> <ul style="list-style-type: none"> • General Ledger; • Accounts payable; • Requisitions; • Purchase orders; • Approval processes; • Institutional budget and position budgeting process; • Projects accounting; • Fixed assets; • Self-service; and • Communications Management. 	<ul style="list-style-type: none"> • System Analysis Report for Colleague Finance Management
Colleague System Analysis - Human Resources	<p>Ellucian will perform a consultative analysis of the following elements as they relate to Colleague Human Resources:</p> <ul style="list-style-type: none"> • Benefits setup; • Positions and position setup; • Applicant tracking and hiring; • Leave procedures; • Web time entry and approval; • Adjunct faculty; • Student employees; • Temporary employees; • Communications management; and • Self-service. 	<ul style="list-style-type: none"> • System Analysis Report for Colleague Human Resources Management
Colleague System Analysis - Payroll	<p>Ellucian will perform a consultative analysis of the following elements as they relate to Colleague Payroll:</p> <ul style="list-style-type: none"> • HR configuration as it pertains to Payroll; • Payroll processing 	<ul style="list-style-type: none"> • System Analysis Report for Colleague Payroll

Service Assumptions for Colleague System Analysis

- The onsite service engagement will be a joint effort between Ellucian and the Client.
- Additional optimization hours may be recommended as follow-up based on the findings of the System Analysis.
- Ellucian will draft a summary of findings and recommendations within the System Analysis Report, which is a high-level summary focused on key areas of opportunity as identified during the interviews and working sessions.
- Individual System Analysis will be scheduled separately as each requires a Subject Matter Expert (SME) with expertise in the respective area.

Client Responsibilities for Colleague System Analysis

- Provide access for Ellucian to a current refresh of the production database to a non-Production environment of Colleague for accurate assessment of rules and validation tables relative to configurations.

Out of Scope for Colleague System Analysis

Includes but is not limited to:

- In depth training for the topics discussed during the System Analysis.
- Complex setup recommendations during the engagement due to time constraints.

Colleague Optimization Consulting – Description of Services

Overview

Colleague Optimization Consulting is consultative follow-up to the Colleague System Analysis service. 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 during the System Analysis.

High-level Tasks and Deliverables for Colleague Optimization Consulting

Engagement	High Level Tasks	Deliverables
Business Areas as Follows:	Student Admissions	
	Scheduling	
	Student (Records/Registration)	
	Student Account Receivable	
	Financial Aid	
	Finance	
	Human Resources	
	Payroll	

Service Assumptions for Colleague Optimization Consulting

- System Analysis services have been completed within the last 12 months.
- Engagement delivery, onsite or remote, will be planned by Ellucian and the Client.

Client Responsibilities for Colleague Optimization Consulting

- Current refresh of the Production database to a non-production environment
- Ellucian access to the non-production environment

Colleague Student Registration and Academic Records Workshop - Description of Services

Overview

The Registration and Academic Records Workshop will provide participants with the practical knowledge needed to perform activities that support enrollment management and student services.

High-level Tasks and Deliverables for Colleague Student Registration and Academic Records Workshop

Engagement	High Level Tasks	Deliverables
Registration/ Records Workshop	Ellucian will: <ul style="list-style-type: none"> • Facilitate discovery call; • Create academic programs and assign catalog years; • Define and maintain courses course descriptions, effective dates, and requisites and restrictions; • Create and publish course section offerings, maintain instructor assignments, and schedule section meeting times and locations; • Discuss the impact of equating courses and determine when courses should be equated; • Prepare the Colleague production environment for registration and academic records; • Manage enrollment and utilize waitlists, priority registration, registration verification, and deregistration; • Create and maintain student academic records, maintain demographic and academic program information, assign advisors and counselors, and manage restrictions, hiatus, and withdrawal; • Assign grades, maintain academic transcripts, and processing student requests for transcripts and enrollment verification; • Conduct end-of-term processes including conferring certificates, degrees, honors and ranking, processing academic standing, and updating class level; and • Experience student services from the staff perspective using Colleague as well as from the self-service perspective using WebAdvisor or Colleague Self-Service. 	

Service Assumptions for Colleague Student Registration and Academic Records Workshop

- Live on Colleague Academic Records and Registration; and
- Ellucian access to a non-production environment that is a recent clone of production.

Client Responsibilities for Colleague Student Registration and Academic Records Workshop

- Knowledge of institutional business practices related to registration and managing student academic records; and
- Basic knowledge of Colleague Navigation.

Out of Scope for Colleague Student Registration and Academic Records Workshop

Includes but is not limited to:

- Complex course/section requisites;
- Complex registration rules;
- Complex academic standing rules;
- Complex class level rules; and
- Block Registration.

Colleague Student Scheduling Workshop - Description of Services

Overview

Ellucian will provide a workshop on Colleague Student Scheduling functionality.

High-level Tasks and Deliverables for Colleague Student Scheduling Workshop

Engagement	High Level Tasks	Deliverables
Student Scheduling Workshop	Ellucian will: <ul style="list-style-type: none"> • Provide a discovery session with the Client; • Review Client priorities and timing desired for training; • Suggested topics to include: <ul style="list-style-type: none"> ○ Scheduling and registration ○ Describe interactions between scheduling and other areas of Colleague including appropriate terminology. 	

Service Assumptions for Colleague Student Scheduling Workshop

- Client is in production environment on Colleague Student Scheduling; and
- Ellucian access to a non-production environment that is a recent clone of production.

Client Responsibilities for Colleague Student Scheduling Workshop

- Familiarity with current scheduling policies and procedures; and
- Ability to navigate Colleague UI.

Colleague Student Admissions Recruitment and Admissions Workshop - Description of Services

Overview

Ellucian will provide a workshop on Colleague Student Recruitment and Admissions functionality.

High-level Tasks and Deliverables for Colleague Student Admissions Recruitment and Admissions Workshop

Engagement	High Level Tasks	Deliverables
Recruitment and Admissions Workshop	Ellucian will train on the following topics: <ul style="list-style-type: none"> • Describe interactions between admissions and other areas of Colleague including appropriate terminology; • Enter and maintain prospective student data; • Update applicant and application information from new applications or prospective student information; • Manage admissions decisions; and • Move records in preparation for registration. 	

Service Assumptions for Colleague Student Admissions Recruitment and Admissions Workshop

- Client is in production environment on Colleague Admissions; and
- Ellucian access to a non-production environment that is a recent clone of production.

Client Responsibilities for Colleague Student Admissions Recruitment and Admissions Workshop

- Familiarity with current admissions policies and procedures; and
- Ability to navigate Colleague UI.

Colleague® Accounts Receivable (“AR”) and Cash Receipts (“CR”) Workshop - Description of Services

Overview

Ellucian will provide services on the relevant aspects of the AR/CR module and processes.

High-level Tasks and Deliverables for Colleague Accounts Receivable and Cash Receipts Workshop

Engagement	High Level Tasks	Deliverables
AR/CR Consulting	Ellucian will cover the following topics in lecture/workshop format and hands-on exercises: <ul style="list-style-type: none"> • Set up automatic billing for registration; • Create system-generated reports and statements; • Automate add/drop billing with tuition and fee forfeiture based on user-defined criteria; • Calculate and apply finance and service charges, interest, exemptions, or discounts; • Manage sponsorships; • Provide tools to manage collections; • Credit student accounts with approved financial aid; and • Generate daily cash analysis reports by cashier, location, and payment type. 	<ul style="list-style-type: none"> • Training Materials

Service Assumptions for Colleague Accounts Receivable and Cash Receipts Workshop

- Client is currently in production environment on Colleague AR/CR.
- Ellucian access to a non-production environment that is a recent clone of production.

Client Responsibilities for Colleague Accounts Receivable and Cash Receipts Workshop

- Knowledge of current billing and cashiering procedures and reporting needs; and
- Basic Colleague navigation.

Colleague Financial Aid Workshop - Description of Services

Overview

Ellucian will provide an overview, or reintroduction, of Colleague Financial Aid functionality, with a focus on reviewing configurations in comparison Ellucian recommended practices.

High-level Tasks and Deliverables for Colleague Financial Aid Workshop

Engagement	High Level Tasks	Deliverables
Colleague Financial Aid Workshop	Ellucian will: <ul style="list-style-type: none"> • Analyze rule tables and their use in building the student record in batch processes; • Review the counseling of students and understanding student information related to Financial Aid; • Examine attendance pattern and cost of attendance assignment and development of rules to increase automation for these processes; • Analyze award disbursement process and development of additional rules to further automate the review and posting of awards; • Review awards in individual and batch, and through packaging rules; • Examine the process return to Title IV calculations; • Analyze transfer monitoring to assign students to National Student Load Data System (“NSLDS”) and review response/alert files; and • Review how Colleague calculates satisfactory academic progress and review the calculation results. 	

Service Assumptions for Colleague Financial Aid Workshop

- Additional hours may be recommended based on the Colleague Financial Aid Workshop.
- Ellucian access to a non-production environment that is a recent clone of production.
- Client is live on Colleague Financial Aid and actively using automated/batch processes.

Client Responsibilities for Colleague Financial Aid Workshop

- Familiarity with current aid evaluation/awarding policies and procedures
- Ability to navigate Colleague UI

Out of Scope for Colleague Financial Aid Workshop

Includes but is not limited to:

- New configurations for FA functionality not already in use by the Client (e.g., automatic packaging, satisfactory academic progress, commonline loans)
- Developed computed columns or custom subroutines
- Guidance on financial aid regulations

Colleague Finance Workshop - Description of Services

Overview

Ellucian will provide an overview, or reintroduction, of Colleague Finance functionality, with attention to the practical knowledge needed to perform activities in relation to the General Ledger, Accounts Payable and Purchasing.

High-level Tasks and Deliverables for Colleague Finance Workshop

Engagement	High Level Tasks	Deliverables
Finance Consulting Workshop	Ellucian will provide a summary system education of Colleague Finance as they relate to General Ledger, Accounts Payable and Purchasing: <ul style="list-style-type: none"> • Requisitions; • Purchase Orders; • Vendor set up; • Vouchers; • Check printing; • Journal entry upload; and • Standard reporting. 	

Service Assumptions for Colleague Finance Workshop

- Client must be in production with Colleague Finance.
- Ellucian access to a non-production environment that is a recent clone of production.

Client Responsibilities for Colleague Finance Workshop

- Client is familiar with current policies and procedures.
- Client participants is knowledgeable and familiar with navigation and terminology in Colleague Finance.

Out of Scope for Colleague Finance Workshop

Includes but is not limited to:

- In depth training on topics not explicitly outlined in this SOW

Colleague® by Ellucian Human Resources and Payroll Workshop - Description of Services

Overview

Ellucian will provide an overview, or reintroduction, of Colleague Human Resources (HR) and Payroll functionality, with a focus on reviewing configurations in comparison with Ellucian recommended practices.

High-level Tasks and Deliverables for Colleague Human Resources and Payroll Workshop

Engagement	High Level Tasks	Deliverables
Colleague HR and Payroll Workshop	Ellucian will: <ul style="list-style-type: none"> • Analyze Client’s system configuration with a review of the main valcode and code tables; • Facilitate a process overview with a focus on recently introduced Colleague functionality; • Consultative support in the creation of positions, benefits, deductions, and leave plan definitions; • Introduce the system education with a focus on the process of adding an employee to the database, appointing an employee to a position, recording the employee’s annual salary, and enrolling individuals in benefits, deductions, and leave plans as well as basic payroll processing and output. 	

Service Assumptions for Colleague Human Resources and Payroll Workshop

- Client is in production with Colleague Human Resources and Payroll.
- Ellucian has access to a non-production environment that is a recent clone of production.
- Additional hours may be recommended based on the Colleague Financial Aid Workshop.

Client Responsibilities for Colleague Human Resources and Payroll Workshop

- Ability to navigate Colleague UI.
- Familiarity with general ACA requirements and regulations.
- Recent inventory of reporting requirements.

Out of Scope for Colleague Human Resources and Payroll Workshop

Includes but is not limited to:

- New configurations for Human Resources functionality not already in use by the Client.
- Developed computed columns or custom subroutines.

Colleague Student Implementation Consulting – Description of Services

Overview

Colleague Student 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 Student 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 consulting; • 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.	

Service Assumptions for Colleague Student 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 Ellucian.
- 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 Student Consulting

Current refresh of the production database to a non-production environment.

Colleague Financial Aid Consulting – Description of Services

Overview

Colleague Student 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 Financial Aid 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 consulting; • Propose a timeline for services. 	<ul style="list-style-type: none"> • Agenda • Timeline

Engagement	High Level Tasks	Deliverables
Consulting	Ellucian will provide consultative support and follow-up based on the initial discovery. Topics are agreed upon after the discovery.	

Service Assumptions for Colleague Financial Aid 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 Ellucian.
- 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 Financial Aid Consulting

- Current refresh of the production database to a non-production environment.

Colleague Finance Consulting – Description of Services

Overview

Colleague Finance 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 Finance 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 consulting; • 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.	

Service Assumptions for Colleague Finance 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 Ellucian.
- 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 Finance Consulting

- Current refresh of the production database to a non-production environment.

Colleague Human Resources Consulting – Description of Services

Overview

Colleague Human Resources 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 Human Resources 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 consulting; • 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.	

Service Assumptions for Colleague Human Resources 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 Ellucian.
- 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 Human Resources Consulting

- Current refresh of the production database to a non-production environment.

Colleague Student Reporting for California State Reports Scope of Work (“SOW”)

Overview

During the proposed scope of services, Ellucian will assist the client with training and consulting on the CCFS-320 report.

Service Description

Engagement	High Level Tasks	Deliverables
Cal-MIS – 320 Report Consulting	Review with the client the setup of the required translation tables and get those tables populated correctly.	
	Run the processes and review the results with the client.	
	Assist with the development of additional processing to obtain any additional reports wanted by the Chancellor’s Office but not included in the baseline delivered product.	Computed columns and saved lists.
	Create an End User Documentation Manual on process.	Word Document – End User Documentation for CCFS-320 Processing

Service Assumptions for Colleague Student Reporting

- All services delivered remote, unless otherwise indicated. An onsite engagement has been requested, but the engagements to be completed onsite, will be determined if scheduled.

Out of Scope for Colleague Student Reporting

- Consulting on or review of the other Cal-MIS related processes.

Colleague Reporting Table Overview Scope of Work (“SOW”)

Overview

During the proposed scope of services, Ellucian will assist the client with consulting in Cal-MIS.

Service Description

Engagement	High Level Tasks	Deliverables
Cal-MIS Consulting	Review all the Translation tables used in the various Cal-MIS processes to ensure that they are correctly setup (i.e. not missing any values, are being translated correctly, not missing any special processing codes) <ul style="list-style-type: none"> We will work with the Chancellor’s Office Data Element Dictionary and the values defined at client in the various code files and val-codes. 	
	Review the Cal-MIS Parameter screens to ensure their accuracy.	
	Discuss the correct order in which to run the term-end processes.	
	Review any issues with each of the term-end including adherence to the domain for the resulting file as defined by the state Chancellor’s Office.	
	Best practice methods for error correction.	

Service Assumptions for Cal-MIS Consulting

- All services delivered remote, unless otherwise indicated. An onsite engagement has been requested, but the engagements to be completed onsite, will be determined if scheduled.

Out of Scope for Cal-MIS Consulting

Consulting on or review of other Cal-MIS related processes not included above

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 Technical 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 consulting; 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.	

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.

Training System Management Courses – Description of Services

Overview

Ellucian will provide the Client with training and consulting services in support of the Client’s implementation of the Baseline Colleague for the prescribed number of attendees through the Ellucian Education Center.

High-level Tasks and Deliverables for Training System Management Courses

Course	Number of Attendees
Colleague Studio: Programming Fundamentals	4
Colleague Studio: Procedures	4
Colleague Rules: Rule Writing Techniques	11
Colleague Studio: Form Development	4
Colleague Studio: Debugging Fundamentals	4
Colleague Studio: Computed Columns	4
Colleague Reporting: Research Fundamentals	4
Microsoft SQL Query Fundamentals	4
Workflow Writing Techniques Training	1

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	Ellucian will: <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	Ellucian will: <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; 	<ul style="list-style-type: none"> • Project Scope Statement for project site • Final approved Integrated Project Schedule • Project Schedule for project site

Engagement	High Level Tasks	Deliverables
	<ul style="list-style-type: none"> • 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 Budget Reconciliation for project site • Project site Risk, Issues and Decision registers • Project site Change Request register • Meeting summaries • Client Survey
Execute	Ellucian will: <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	Ellucian will: <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 13, 2020
Re:	Approval of Agreement with VPLS, Inc. for Professional Services	
Action:	Request for Approval	

BACKGROUND

On December 9, 2019, the Board of Trustees approved a professional services agreement with VPLS, Inc. to fine tune and upgrade system databases, improve network security and availability and optimize system resource utilization and technical architecture in the District's Microsoft Azure Cloud. The technical expertise gained through this engagement contributed significantly to the successful completion and implementation of several technology projects deployed and maintained by the Information Technology Services (ITS) department during the last fiscal year. Routine server and infrastructure upgrades and system fine tuning are critical to fulfill districtwide technology initiatives and to help strengthen overall district data security. As such, the District would like to enter into a new one-year professional services agreement for ongoing technical support with VPLS, Inc.

ANALYSIS

VPLS, Inc. will provide support for ongoing projects and help facilitate the District's continual effort to migrate computational workloads to the cloud.

The agreement and scope of work with VPLS, Inc. for professional services include database administration consulting, system and network design, resource optimization and high-level and emergency support for the District's email, cloud, network and security systems. The service engagement with VPLS, Inc. provides the District a pool of consulting hours to be used as needed, billed only upon consumption, at a fee not to exceed \$80,000.

This project will be funded by the ITS operational budget.

RECOMMENDATION

It is recommended the Board of Trustees approve the agreement with VPLS, Inc. for professional services as presented.

Fiscal Impact:	Not to exceed \$80,000	Board Date: July 13, 2020
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
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 VPLS, Inc , having its principal business address located at 1744 W. Katella Ave. Suite 200, Orange, CA 92867 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 7/01/2020, whichever is later, and shall continue in full force and effect thereafter until and including 6/30/2021 (“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 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 Eighty Thousand Dollars (\$80,000) (“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, Vice Chancellor, Business Operations/Fiscal Services
2323 N. Broadway
Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)
Dane Clacken
Director, Technology Infrastructure and Support Services
2323 North Broadway, Suite 250
Santa Ana, CA 92706-1640

Contractor: Daniel Seah for VPLS, Inc.
1744 W. Katella Ave #200
Orange, CA 92867

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 of which together shall constitute one and the same agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this agreement, signifies the parties' mutual consent to conduct transactions electronically. Pursuant to the California Uniform Electronic Transactions Act ("UETA") (Cal. Civ. Code § 1633.1 et seq.) and California Government Code 16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.

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, Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY:  _____
Signature of Authorized Person

Print Name: __ Daniel Seah

Print Title: __ IT Solutions Manager

Date: 6/25/2020

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:

VPLS professional services is being offered to assist with the design, implementation, and administration of the following technologies;

- Microsoft Exchange Messaging System
- Microsoft Azure Cloud Infrastructure
- Palo Alto Networks Engineering Professional
- Ruckus Networks Engineering Professional Services
- Extreme Networks Engineering Professional
- Cisco Systems Engineering Professional Services
- Aruba Networks Engineering Professional Services

Services around other technologies are available and can be included based on mutual agreement. Emergency response services are available for the same technologies listed above

Additionally, VPLS will provide comprehensive, on-demand remote DBA support of District database resources as determined. VPLS will assist with preventative maintenance for RSCCD databases and provide architectural and administrative guidance for Microsoft SQL Servers as agreed upon with RSCCD. VPLS Solutions Professional Services Microsoft SQL expertise includes, but is not limited to, the following;

- Microsoft SQL Database Capacity, performance and security audits
- Microsoft SQL Database Proactive Maintenance plans
- Microsoft SQL High Availability/DR Planning and Testing
- Microsoft SQL Database upgrades, installation and configuration
- Microsoft SQL Database Administrator Professional Services
- Microsoft SQL Database Server Infrastructure design
- Microsoft SQL Upgrade and migration planning

Schedule of Payment:

- RSCCD is under no obligation under this agreement to use any or all of the hours quoted
- RSCCD will only be billed upon consumption of hours/services
- RSCCD will be invoiced with NET30 terms upon delivery of services
- Time and Materials Hours used are charged at rate listed in quote above for Planned/Scheduled work during business hours
- For planned/scheduled work during business hours, RSCCD can use up to 320 hours based on the predetermined rate (\$250/Hour) and terms of this agreement.
 - o 1 Hour minimum billing for Planned/Scheduled remote work
 - o 2 Hour minimum billing for Planned/Scheduled onsite work
- After Hours planned/scheduled work is debited at 1.5x of the standard rate (\$375/Hour)
- Emergency work (4HR Response) is debited at 2x of the standard rate (\$500/Hour)

- o 2 Hour minimum billing for Emergency remote work
- o 4 Hour minimum billing for Emergency onsite work
- Time and Materials Agreements and Rates are valid until June 30, 2021.
- Travel time (if required) is included to RSCCD District Office and 2 campuses (SCC/SAC)
- Planned/Scheduled services require a recommended 5 business day lead time for resource scheduling
- Business Hours are considered 8AM - 6PM Monday Through Friday PST Excluding Federal Holidays

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

To:	Board of Trustees	Date: July 13, 2020
Re:	Approval of Professional Services Agreement with Cambridge West Partnership, LLC (Purchasing Services)	
Action:	Request for Approval	

BACKGROUND:

The Board of Trustees approved an agreement with Cambridge West Partnership, LLC (CWP) on August 12, 2019 to assist the Purchasing Services department in evaluating practices and procedures, developing training materials, updating agreements, updating standard department forms and assistance with an analysis of staff assignments.

ANALYSIS

Due to Covid-19, services provided by CWP were temporarily postponed in March 2020. The attached agreement is for the continuation of services related to completing manuals and guidelines; identifying vendors to assist in the development of an electronic fixed assets system; assistance with updating and creating new Administrative Regulation related to Purchasing Services and Warehouse/Mailroom Services and tasks directly related to the Purchasing operation. The term of this agreement is July 1, 2020 through June 30, 2021 at a cost not to exceed \$24,000.

This project will be funded by the Purchasing Services budget.

RECOMMENDATION

It is recommended the Board of Trustees approve the Professional Services Agreement with Cambridge West Partnership, LLC (CWP) to assist the Purchasing Services department as presented.

Fiscal Impact:	Not to exceed \$24,000	Board Date: July13, 2020
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
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 Cambridge West Partnership, LLC, having its principal business address located at 2472 Chambers Road, Suite 210, Tustin, CA 92780 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 1, 2020, 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 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 Twenty Four Thousand Dollars (\$24,000) ("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, Vice Chancellor, Business Operations/Fiscal Services
2323 N. Broadway
Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)
Linda Melendez
Director, Purchasing Services
Rancho Santiago CCD
2323 N. Broadway, Suite 109
Santa Ana, CA 92706

Contractor: C.M. Brahmabhatt, Managing Director
2472 Chambers Road, Suite 210
Tustin, CA 92780
CM@cambridgewestpartnership.com

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 of which together shall constitute one and the same agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this agreement, signifies the parties' mutual consent to conduct transactions electronically. Pursuant to the California Uniform Electronic Transactions Act ("UETA") (Cal. Civ. Code § 1633.1 et seq.) and California Government Code 16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.

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, Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: __CM Brahmhatt

Print Title: __Managing Director

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.

Cambridge West Partnership, LLC (CWP) will assist Rancho Santiago Community College District with fixed assets; purchasing guidelines and procedures; review and development of updated Administrative Regulations and tasks related to Purchasing Services, Warehouse Services and Mail Services as detailed below.

The project will include the following tasks:

Fixed Assets – Continue the effort to identify a vendor that can assist in the development of an electronic Fixed Assets system that will include: Providing equipment to be used in conducting a physical verification of fixed assets amounting to \$1,000 and greater. Developing module that will accumulate these fixed assets information and upload directly to the fixed assets module of the Datatel system. Provide reports, as necessary.

Purchasing Guidelines – Continue the development of the comprehensive Purchasing Handbook to be installed on the District website. This includes: Related Purchasing procedures; current purchasing practices including steps in utilizing the purchasing process; exceptions to the purchasing process; task performed by the Warehouse staff and forms and instruction of use

Administrative Regulation – Provide the effort to review RSCCD Administrative Regulations and Board policies that directly impact the Purchasing functions. This effort will address current changes in procedures resulting from current organizational alignments and adoption of best practices currently employed by the purchasing industry.

Provide tasks as requested by the District Purchasing Director.

We anticipate completing this project in 150 hours at a rate of \$ 160.00 per hour or a total not to exceed \$24,000. Actual hours will be billed on a monthly basis. Printing (if requested) will be billed separately. All invoices must include the Purchase Order Number.

We plan to begin this project upon approval of the proposal and expect completion by June 30, 2021.

Based on the findings, the project scope and schedule may change with the agreement of both parties.

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

To: Board of Trustees	Date: July 13, 2020
Re: Adoption of Resolution No. 20-09 to Approve Contracts for the Procurement of Microscopes, Specialized Engineering Equipment and Related Equipment and Services	
Action: Request for Adoption	

BACKGROUND

The District must purchase new microscopes and specialized engineering equipment to properly equip the new Science Center at Santa Ana College.

ANALYSIS

On April 7, 2020 the District's Bid #1383, Purchase of Microscopes for the new Science Center at Santa Ana College closed. Only one bid was received and was deemed non-responsive. The Board of Trustees approved the rejection of bid at the May 11, 2020 Board meeting.

On April 14, 2020 the District's Bid #1384, Purchase of Engineering Equipment for the new Science Center at Santa Ana College closed. Three bids were received, one item to be awarded and two were deemed non-responsive. The Board of Trustees approved the award of one item and rejection of two items at the May 26, 2020 Board meeting.

District staff, in consultation with the District's legal counsel, Hugh Lee of Atkinson, Andelson, Loya, Ruud & Romo have evaluated and considered other options to procure the microscopes and specialized engineering equipment including, but not limited to, cooperative purchasing agreements, however, the cooperative contracts available do not meet all legal requirements applicable to the District. As re-bidding would not produce any advantage to the District, the Board of Trustees is asked to adopt Resolution No. 20-09 to Approve Contracts for the Procurement of Microscopes, Specialized Engineering Equipment and Related Equipment and Services without a competitive bidding process and to obtain prices and quotes from various vendors. This resolution will provide the necessary means to procure the microscopes, specialized engineering equipment and related equipment and services required for the new Science Center at Santa Ana College and authorizes the District to execute contracts to accomplish the same.

Resolution No. 20-09 to Approve Contracts for the Procurement of Microscopes, Specialized Engineering Equipment and Related Equipment and Services without competitive bidding was submitted to the Board of Trustees for adoption on June 15, 2020, however the Resolution was postponed. The District's legal counsel, Hugh Lee, and the Board's general counsel, Ruben Smith, consulted on June 17, 2020 to answer any questions of the Board. This Resolution is resubmitted for adoption at the July 13, 2020 Board of Trustees meeting.

RECOMMENDATION

It is recommended the Board of Trustees adopt Resolution No. 20-09 to Approve Contracts for the Procurement of Microscopes, Specialized Engineering Equipment and Related Equipment and Services without competitive bidding as presented.

Fiscal Impact:	N/A	Board Date: July 13, 2020
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

**RESOLUTION TO APPROVE CONTRACTS FOR THE PROCUREMENT OF
MICROSCOPES, SPECIALIZED ENGINEERING EQUIPMENT, AND RELATED
EQUIPMENT AND SERVICES**

RESOLUTION NO. 20-09

WHEREAS, the Rancho Santiago Community College District (“District”) is currently constructing the new Science Center at Santa Ana College (“Project”);

WHEREAS, District must purchase new microscopes and specialized engineering equipment to properly equip the Project for use by professors and for the instruction of students;

WHEREAS, the District prepared, advertised, and let competitive bids for the purchase of microscopes and related equipment and services pursuant to Public Contract Code section 20651 (“Microscope Bid”);

WHEREAS, on April 7, 2020, the District received only one bid for the Microscope Bid which was submitted by Olympus, but this one bid received was deemed non-responsive;

WHEREAS, prepared, advertised, and let competitive bids for the purchase of seven different pieces of specialized engineering equipment and related equipment and services pursuant to Public Contract Code section 20651 (“Engineering Equipment Bid”);

WHEREAS, on April 14, 2020, the District received only three bids (one bid each for three of the seven pieces of the engineering equipment), with two of the three bids being deemed non-responsive;

WHEREAS, District staff believes that a limited number of bids were received and only one bid was responsive due to several reasons including, but not limited to, the current COVID-19 pandemic and its restrictions, inexperience with the competitive bidding process and requirements by potential vendors who are able to supply the required microscopes and specialized engineering equipment, and the complexity, number of factors, and variables the bidders had to consider when submitting a bid;

WHEREAS, District staff evaluated and considered other options to procure the microscopes and specialized engineering equipment including, but not limited to, cooperative purchasing agreements from the University of California and E&I Cooperative Services; however, legal counsel and District staff could not confirm and verify that these alternative cooperative purchasing agreements meet all legal requirements applicable to the District;

WHEREAS, District staff believes that if the District were to issue another Microscope Bid and another Engineering Equipment Bid, the bid results would be similar, and it would work an incongruity and that there would be no advantage to rebid Microscope Bid and Engineering Equipment Bid; and

WHEREAS, the cases of Meakin v. Steveland (1977) 68 Cal.App.3d 490 and Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348 hold that statutes requiring competitive bidding do not apply when competitive bidding would work an incongruity or not produce any advantage for the District.

NOW THEREFORE, THE BOARD OF TRUSTEES OF THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT DOES HEREBY RESOLVE:

Section 1. That the above recitals are all true and correct.

Section 2. That due to the current COVID-19 pandemic and its restrictions, inexperience with the competitive bidding process and requirements by potential vendors who are able to supply the required microscopes and specialized engineering equipment, and the complexity, number of factors, and variables the bidders have to consider when submitting a bid, the District anticipates similar results if it rebids the Microscope Bid and Engineering Equipment Bid.

Section 3. That based on the facts and issues noted in the Resolution, it would work an incongruity and not produce any advantage for the District to rebid the Microscope Bid and Engineering Equipment Bid.

Section 4. That the Board hereby delegates to the District's Director, Purchasing Services, who is hereby authorized and directed, pursuant to a majority of the vote of the Governing Board and Education Code section 81655 and similar statutes, the authority to perform the following, all subject to Board ratification: (a) obtain prices and quotes from various vendors to provide all necessary microscopes, specialized engineering equipment and related equipment and services required for the new Science Center at Santa Ana College ; (b) execute contracts and other required documents to procure all necessary microscopes, specialized engineering equipment and related equipment and services; and (c) otherwise carry out the intent of this Resolution.

Section 5. That this Resolution shall be effective as of the date of its adoption.

PASSED AND ADOPTED by the Governing Board of Trustees of the Rancho Santiago Community College District on July 13, 2020, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

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

Rancho Santiago Community College District
Clerk, Board of Trustees

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-B0001842	05/26/20	71	Student Life & Leadership	Other Operating Exp & Services	UNIVERSAL ATHLETIC SERVICES INC	129.72
20-B0001843	05/26/20	71	Student Life & Leadership	Other Operating Exp & Services	PROMOTIONAL DESIGN CONCEPTS INC	4,291.55
20-B0001844	05/26/20	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	BLAST MOTION, INC.	2,011.88
20-B0001845	06/03/20	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	BSN SPORTS	567.60
20-B0001846	06/03/20	71	Student Activities	Other Operating Exp & Services	DOING GOOD WORKS	9,000.00
20-B0001847	06/04/20	79	A&R Office - Credit	Reproduction/Printing Expenses	JOSTENS	13,988.00
20-B0001848	06/10/20	71	Student Activities	Other Operating Exp & Services	MICHAEL J MACKENZIE	590.89
20-B0001849	06/16/20	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	HAWK BOOKSTORE	144.76
20-B0001850	06/16/20	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	MARCO PROMOTIONAL PRODUCTS	1,350.01
20-P0061395	05/26/20	11	District Wide Technology	Contracted Services	TPUSA - FHCS INC	735.00
20-P0061396	05/26/20	43	Facility Planning Office	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	2,438.46
20-P0061399	05/26/20	11	Human Svcs & Technology Office	Non-Instructional Supplies	LOCTEK ERGONOMIC	655.47
20-P0061400	05/26/20	12	Television/Video	Equip-All Other >\$1,000<\$5,000	APPLE COMPUTER INC	196,850.42
20-P0061401	05/27/20	11	Safety & Security Office	Contracted Services	COLGAN STONE SHERRY LYNN	3,450.00
20-P0061402	05/27/20	11	Safety & Security Office	Contracted Services	BERNEL INC.	435.00
20-P0061403	05/27/20	11	Safety & Security Office	Maint/Oper Service Agreements	PYRO-COMM SYSTEMS, INC.	135.00
* 20-P0061404	05/27/20	11	Exercise Science	Contracted Repair Services	SONRISE ELECTRIC	390.00
* 20-P0061404	05/27/20	13	Maintenance	Contracted Repair Services	SONRISE ELECTRIC	210.00
PO Amt Total for * 20-P0061404:						600.00
20-P0061405	05/27/20	41	Facility Planning Office	Site Imp-Modular, Lease Purch	MCGRATH RENT CORP	3,516.00
20-P0061406	05/27/20	11	Mailroom	Postage	POSTMASTER	65,000.00
20-P0061407	05/27/20	11	Maintenance	Contracted Repair Services	THYSSENKRUPP ELEVATOR CORP	515.00
20-P0061408	05/27/20	13	Professional Development	Inst Dues & Memberships	RP GROUP	500.00
20-P0061409	05/27/20	12	Occupational Therapy	Books, Mags & Subscrip-Non-Lib	FARMERS AND MERCHANTS BANK OF LB	241.45
20-P0061410	05/27/20	12	Communications & Media Studies	Contracted Services	WPENGINE, INC.	794.12
20-P0061411	05/27/20	11	Admin Services Office	Public Agencies' Assess & Fees	SCAQMD	137.63
20-P0061412	05/27/20	12	Library Services	Instructional Supplies	YANKEE BOOK PEDDLER INC	2,068.51
20-P0061413	05/27/20	41	Facility Planning Office	Equip-w/Contr Svc > \$5,000	KEY CONTROL HOLDING	24,749.29
20-P0061414	05/28/20	12	EOPS	Equip-All Other >\$1,000<\$5,000	CDW GOVERNMENT INC.	39,651.52
20-P0061415	05/28/20	12	Career Education Office	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	5,089.90
20-P0061416	05/28/20	13	Maintenance	Contracted Repair Services	VERNES PLUMBING INC	11,685.97
20-P0061417	05/28/20	13	Maintenance	Contracted Services	CLEAN ROOMS WEST, INC	1,820.00
20-P0061418	05/28/20	13	Fire Technology	Equip-All Other >\$1,000<\$5,000	MCKESSON GENERAL MEDICAL CORP	29,951.35
20-P0061419	05/28/20	13	Administrative Services Office	Non-Instructional Supplies	VARI SALES CORPORATION	1,081.58
20-P0061420	05/28/20	12	Professional Development	Online Training Courses	MARIA F. LUPPANI	80.00
20-P0061421	05/28/20	12	Professional Development	Online Training Courses	MARTHA E. GUERRERO-PHLAUM	100.00
20-P0061422	05/28/20	12	Talent Search	Online Training Courses	DON BOOKSTORE	1,500.00
20-P0061423	05/28/20	13	Counseling Office	Non-Instructional Supplies	VARI SALES CORPORATION	2,119.46
20-P0061424	05/28/20	11	Fire Academy	Contracted Repair Services	MOORE ROBERT K	910.00
20-P0061425	05/28/20	12	Student Development	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	58.32
20-P0061426	05/28/20	12	Career Ed & Work Dev Office	Online Training Courses	GONZALES GREGORY RANDALL	1,865.00
20-P0061427	05/28/20	12	Public Affairs/Gov Rel Office	Contracted Services	ANTHONY N. KAWASHIMA	1,258.52

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05/24/20 thru 06/20/20

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-P0061428	05/29/20	11	Library Services	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	655.81
20-P0061429	05/29/20	12	Student Equity	Non-Instructional Supplies	AMAZON COM	54.58
20-P0061430	05/29/20	11	District Wide Technology	Contracted Services	D4 SOLUTIONS INC.	652.35
20-P0061431	05/29/20	12	Fine & Performing Arts Office	Instructional Supplies	AMAZON COM	1,681.25
20-P0061432	06/01/20	41	Facility Planning Office	Equip-All Other > \$5,000	DEERE & COMPANY	42,746.55
20-P0061433	06/01/20	12	Human Resources Office	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	1,427.71
20-P0061434	06/01/20	11	Risk Management	Non-Instructional Supplies	PHARMEDIX	200.60
20-P0061435	06/02/20	12	Upward Bound	Awards & Incentives	MICHAEL J MACKENZIE	500.00
20-P0061436	06/02/20	13	Scholarships Office	Awards & Incentives	MICHAEL J MACKENZIE	66.59
20-P0061437	06/02/20	12	Career Education Office	Inst Dues & Memberships	ROTARY CLUB OF ORANGE INC	225.00
20-P0061438	06/02/20	12	Sci, Math, Health Sci Office	Instructional Supplies	MORRIS AND LEE INC	14,354.02
20-P0061439	06/02/20	12	Short-Term Vocational	Equip-All Other >\$1,000<\$5,000	PORTABLE STORAGE CORP	3,823.75
20-P0061440	06/02/20	12	SAC Continuing Ed-Instruction	Equip-All Other >\$1,000<\$5,000	MEDLINE INDUSTRIES INC	3,332.22
20-P0061441	06/02/20	12	Continuing Education Division	Class Schedules/Printing	ADVANCED WEB OFFSET INC	12,590.00
20-P0061442	06/02/20	12	Engineering	Instructional Supplies	ADAFRUIT INDUSTRIES LLC	2,620.91
20-P0061443	06/02/20	12	Engineering	Instructional Supplies	FOTRONIC CORP	582.83
20-P0061444	06/02/20	12	Engineering	Instructional Supplies	ROBOTSHOP INC	3,692.35
20-P0061445	06/02/20	11	Academic Affairs Office-Dean	Conference Expenses	ACADEMIC SENATE FOR	600.00
20-P0061446	06/02/20	12	Fine & Performing Arts Office	Instructional Supplies	CDW GOVERNMENT INC.	441.48
20-P0061447	06/02/20	11	Risk Management	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	592.05
20-P0061448	06/03/20	12	Engineering	Instructional Supplies	PARALLAX INC	133.80
20-P0061449	06/03/20	12	Engineering	Instructional Supplies	MOUSER ELECTRONICS	62.07
20-P0061450	06/03/20	12	Engineering	Instructional Supplies	GRAINGER	697.66
20-P0061451	06/03/20	12	Fine & Performing Arts Office	Instructional Supplies	AMAZON COM	889.07
20-P0061452	06/03/20	11	Purchasing	Contracted Services	METROPRO TOWING INC	60.00
20-P0061453	06/04/20	11	Board of Trustees	Contracted Services	DEAN THOMAS PHOTOGRAPHY	709.03
20-P0061454	06/04/20	11	Safety & Security Office	Contracted Services	PYRO-COMM SYSTEMS, INC.	861.00
20-P0061455	06/04/20	11	Safety & Security Office	Maint/Oper Service Agreements	PYRO-COMM SYSTEMS, INC.	2,238.00
20-P0061456	06/04/20	12	Short-Term Vocational	Software License and Fees	BLDG AND CONSTRUCTION TRADES DEPARTMENT	2,600.00
20-P0061457	06/04/20	12	Career Center	Software License and Fees	CCN FINANCIAL SERVICES INC	1,635.58
20-P0061458	06/04/20	12	Engineering	Instructional Supplies	ALL ELECTRONICS CORP	1,594.66
20-P0061459	06/04/20	12	Engineering	Instructional Supplies	ROBOTSHOP INC	298.56
20-P0061460	06/04/20	12	Engineering	Instructional Supplies	NEWARK CORP	97.68
20-P0061461	06/08/20	12	CJ/Academies	Contracted Services	GOLDEN STAR TECHNOLOGY, INC.	23,496.08
20-P0061462	06/08/20	41	Facility Planning Office	Bldgs - Blueprint/Reprod/Adver	CALIFORNIA NEWSPAPERS PARTNERSHIP	1,940.04
20-P0061463	06/08/20	13	Maintenance	Contracted Services	TRI-SIGNAL INTEGRATION INC	12,950.00
20-P0061464	06/08/20	13	International Student Program	Contracted Services	INDEED CONSULTING CORP, INC.	1,400.00
20-P0061465	06/08/20	43	Facility Planning Office	Equip-All Other >\$200 < \$1,000	OFFICE FURNITURE GROUP, LLC	16,096.32
20-P0061466	06/08/20	12	Dance	Instructional Supplies	B & H PHOTO VIDEO INC	3,394.03
20-P0061467	06/08/20	12	Fine & Performing Arts Office	Instructional Supplies	TERRAKOTTA, INC.	1,011.27
20-P0061468	06/08/20	11	Maintenance & Operations	Non-Instructional Supplies	GLASBY MAINTENANCE SUPPLY	6,901.11
20-P0061470	06/08/20	12	Fine & Performing Arts Office	Instructional Supplies	ART SUPPLY WAREHOUSE	1,643.95

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-P0061471	06/08/20	12	Family & Consumer Studies	Instructional Supplies	CASCADE FIRE EQUIPMENT	2,400.22
20-P0061472	06/08/20	12	Career Ed & Work Dev Office	Online Training Courses	ZACHARY S. DIAMOND	1,865.00
20-P0061473	06/09/20	12	Counseling	Software License and Fees	HIGH GROUND SOLUTIONS, INC.	2,800.00
20-P0061474	06/09/20	13	Scholarships Office	Contracted Services	SUBSTANCE MEDIA, INC.	8,600.00
20-P0061475	06/09/20	13	Custodial	Non-Instructional Supplies	AMERICAN CHEMICAL & SANITARY	5,500.00
20-P0061476	06/09/20	13	Maintenance	Equip-Vehicles >\$5,000	TED JONES FORD, INC.	26,242.68
20-P0061477	06/09/20	12	Career Ed & Work Dev Office	Contracted Services	INTERNATIONAL TRADE EDUCATION PROGRAMS, INC.	134,000.00
20-P0061478	06/09/20	12	Career Ed & Work Dev Office	Contracted Services	VITAL LINK OF ORANGE COUNTY	7,770.00
20-P0061479	06/09/20	13	Music	Instructional Supplies	SWEETWATER SOUND	13,137.31
20-P0061480	06/09/20	12	Career Ed & Work Dev Office	Online Training Courses	ENTREPRENEURIAL LEARNING	3,000.00
20-P0061481	06/10/20	13	Educational Services Office	Contracted Services	25TH HOUR COMMUNICATIONS	206,500.00
20-P0061482	06/10/20	11	Maintenance & Operations	Contracted Repair Services	PROFESSIONAL PLUMBING &	1,400.00
20-P0061483	06/10/20	11	Safety & Security Office	Maint/Oper Service Agreements	PYRO-COMM SYSTEMS, INC.	4,499.00
20-P0061484	06/10/20	12	Talent Search	Contracted Services	TRIED & TRUE TUTORING LLC	4,200.00
20-P0061485	06/10/20	12	Career Education Office	Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	37,858.89
20-P0061486	06/10/20	12	Career Education Office	Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	1,846.78
20-P0061487	06/10/20	12	EOPS	Equip-All Other >\$1,000<\$5,000	CDW GOVERNMENT INC.	8,429.38
20-P0061488	06/10/20	12	Career Education Office	Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	37,858.89
20-P0061489	06/10/20	11	Maintenance	Contracted Repair Services	THYSSENKRUPP ELEVATOR CORP	515.00
20-P0061490	06/10/20	11	Human Resources Office	Contracted Services	LIEBERT CASSIDY WHITMORE	2,000.00
20-P0061491	06/11/20	12	Veterans Service Office	Equip-Mod Furn > \$5,000	QUALITY OFFICE FURNISHINGS INC	12,271.87
20-P0061492	06/11/20	13	Educational Services Office	Contracted Services	CAMBRIDGE WEST PARTNERSHIP LLC	14,875.00
20-P0061493	06/11/20	13	Educational Services Office	Contracted Services	CAMBRIDGE WEST PARTNERSHIP LLC	32,000.00
20-P0061494	06/11/20	41	Facility Planning Office	Non-Instructional Supplies	ULINE	173.31
20-P0061495	06/11/20	12	Career Ed & Work Dev Office	Online Training Courses	HUY NGUYEN	300.00
20-P0061496	06/11/20	41	Facility Planning Office	Site Imp-Modular, Lease Purch	MCGRATH RENT CORP	3,516.00
20-P0061497	06/11/20	41	Facility Planning Office	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	2,592.86
20-P0061498	06/11/20	13	International Student Program	Conference Expenses	FPP EDU MEDIA LLC	890.00
20-P0061499	06/11/20	13	Maintenance	Equip-Vehicles >\$5,000	MC COY & MILLS	30,229.27
20-P0061500	06/11/20	12	Business Applications & Tech	Other Licenses & Fees	DORI L. DUMON	15.00
20-P0061501	06/11/20	13	Maintenance	Contracted Services	HIGH RISE GLASS & DOORS INC	12,934.00
20-P0061502	06/11/20	12	CJ/Academies	Non-Instructional Supplies	MEDCO SPORTS MEDICINE	549.97
20-P0061503	06/11/20	12	CJ/Academies	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,821.26
20-P0061504	06/12/20	33	EHS Administration	Inst Dues & Memberships	NATL HEAD START ASSOC	840.00
20-P0061505	06/12/20	33	EHS Administration	Inst Dues & Memberships	CA HEAD START ASSOC.	350.00
20-P0061506	06/12/20	11	District Wide Technology	Contracted Services	COMPUTER PROTECTION TECHNOLOGY, INC.	11,577.09
20-P0061507	06/12/20	43	Facility Planning Office	Buildings - OCIP	ARTHUR J. GALLAGHER & CO.	6,328.19
20-P0061508	06/15/20	12	Library Services	Library Books - Databases	OCLC ONLINE COMPUTER LIBRARY	694.54
20-P0061509	06/15/20	12	Manufacturing Technology	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	4,293.33
20-P0061510	06/15/20	12	Phillips Hall	Instructional Supplies	APEX AUDIO INC	4,337.97
20-P0061511	06/15/20	12	Short-Term Vocational	Software License and Fees	PARTNER IN PUBLISHING LLC	500.00
20-P0061512	06/15/20	12	Nursing	Instructional Supplies	FISHER SCIENTIFIC	4,832.77

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-P0061513	06/15/20	11	District Wide Technology	Contracted Services	AI-MEDIA, INC.	693.00
20-P0061514	06/15/20	12	Career Ed & Work Dev Office	District Business/Sponsorships	VIRTUAL ENTERPRISES INTERNATIONAL INC	1,900.00
20-P0061515	06/15/20	12	Career Ed & Work Dev Office	District Business/Sponsorships	MATTHEW DAVID ZIMMER	2,500.00
20-P0061516	06/15/20	12	Biology	Instructional Supplies	MORRIS AND LEE INC	14,884.20
20-P0061517	06/16/20	43	Facility Planning Office	Equip-All Other >\$200 < \$1,000	OFFICE FURNITURE GROUP, LLC	125,154.29
20-P0061518	06/16/20	43	Facility Planning Office	Equip-All Other > \$5,000	KLEIN EDUCATIONAL SYSTEM LLC	50,580.00
20-P0061519	06/16/20	12	Sci, Math, Health Sci Office	Instructional Supplies	MORRIS AND LEE INC	4,963.56
20-P0061520	06/16/20	12	Business Applications & Tech	Other Licenses & Fees	DORI L. DUMON	150.00
20-P0061521	06/16/20	12	CJ/Academies	Instructional Supplies	M F ATHLETIC COMPANY INC	13,504.04
20-P0061522	06/16/20	12	Diesel	Instructional Supplies	SNAP ON EQUIPMENT	8,705.04
20-P0061523	06/16/20	12	Diesel	Instructional Supplies	A TECH TRAINING	14,796.31
20-P0061524	06/16/20	12	Automotive Technology/Engine	Equip-Fed Prgm > \$5,000	FRANKS FOREIGN CAR SERVICE INC	38,849.71
20-P0061526	06/18/20	12	Orange Educ Ctr-Instruction	Books, Mags & Subscrip-Non-Lib	JOANNE L. ARMSTRONG	637.17
20-P0061528	06/18/20	12	Continuing Education Division	Non-Instructional Supplies	CDW GOVERNMENT INC.	442.20
20-P0061530	06/18/20	12	Upward Bound	Awards & Incentives	MICHAEL J MACKENZIE	479.64
20-P0061531	06/18/20	11	Maintenance	Contracted Services	AMERICAN CITY PEST CONTROL INC	215.00
20-P0061532	06/18/20	12	Upward Bound	Transportation - Student	GOLD COAST TOURS	73.25
20-P0061533	06/18/20	12	Upward Bound	Other Exp Paid for Students	DON BOOKSTORE	1,817.47
20-P0061534	06/18/20	12	Career Education Office	Contracted Services	VITAL LINK OF ORANGE COUNTY	3,300.00
20-P0061535	06/18/20	12	EOPS	Other Exp Paid for Students	OREA DAVID OMAR	380.00
20-P0061536	06/18/20	12	EOPS	Supplies Paid for Students	DON BOOKSTORE	13,959.40
20-P0061537	06/18/20	12	Upward Bound	Instructional Supplies	MORRIS AND LEE INC	1,116.32
20-P0061538	06/18/20	12	DSPS	Instructional Supplies	SCHOOL DATEBOOKS	1,436.51
20-P0061540	06/18/20	12	CJ/Academies	Non-Instructional Supplies	COULTER VENTURES, LLC	12,772.54
20-P0061543	06/19/20	13	Districtwide	Election	COUNTY OF ORANGE	489,910.71
20-P0061544	06/19/20	11	Safety & Security Office	Maint/Oper Service Agreements	PYRO-COMM SYSTEMS, INC.	11,256.00
20-P0209538	05/27/20	12	Resource Development	Contracted Services	TRI-CITIES REGIONAL OCCUPATIONAL PROGRAM	100,000.00
20-P0209539	05/27/20	12	Resource Development	Contracted Services	SAN FRANCISCO UNIFIED SCHOOL DISTRICT	100,000.00
20-P0209540	05/27/20	12	Resource Development	Contracted Services	CULVER CITY UNIFIED SCHOOL DISTRICT	100,000.00
20-P0209541	05/27/20	12	Resource Development	Contracted Services	JURUPA UNIFIED SCHOOL DISTRICT	100,000.00
20-P0209542	05/27/20	12	Resource Development	Contracted Services	FRESNO COUNTY SUPERINTENDENT OF SCHOOLS	200,000.00
20-P0209543	05/27/20	12	Resource Development	Contracted Services	SANTA CLARA COUNTY OFFICE	300,000.00
20-P0209544	05/28/20	12	Resource Development	Contracted Services	COAST COMMUNITY COLLEGE DISTRICT	453,200.00
20-P0209545	05/28/20	12	Resource Development	Contracted Services	COAST COMMUNITY COLLEGE DISTRICT	295,500.00
20-P0209546	06/01/20	12	Continuing Education Division	Other Exp Paid for Students	ORANGE COUNTY TRANSPORTATION	158,790.42
20-P0209547	06/01/20	11	Safety & Parking - DO	Communications Maintenance	CASE EMERGENCY SYSTEMS, INC.	6,075.00
20-P0209548	06/03/20	12	Resource Development	Contracted Services	COMPTON UNIFIED SCHOOL DISTRICT	410,162.00
20-P0209549	06/03/20	12	Resource Development	Contracted Services	NAPA COUNTY SUPERINTENDENT OF	100,000.00
20-P0209550	06/03/20	12	Resource Development	Contracted Services	LOS ANGELES COUNTY OFFICE OF	400,000.00
20-P0209551	06/03/20	12	Resource Development	Contracted Services	FORTUNA UNION HIGH SCHOOL DISTRICT	100,000.00
20-P0209552	06/03/20	12	Resource Development	Contracted Services	DESERT SANDS USD	100,000.00
20-P0209553	06/03/20	12	Resource Development	Contracted Services	NORTH OC REGIONAL OCCUPATIONAL PROGRAM	100,000.00

4.12 (4)

Legend: * = Multiple Funds for this P.O.

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-P0209554	06/10/20	12	Resource Development	Contracted Services	ORANGE COUNTY SUPERINTENDENT OF SCHOOLS	100,000.00
20-P0209555	06/10/20	12	Resource Development	Contracted Services	BUTTE COUNTY OFFICE OF EDUCATION	100,000.00
20-P0209556	06/10/20	12	Resource Development	Contracted Services	SAN BERNARDINO COUNTY	500,000.00
20-P0209557	06/10/20	12	Resource Development	Contracted Services	COAST COMMUNITY COLLEGE DISTRICT	453,234.00
20-P0209558	06/10/20	12	Resource Development	Contracted Services	NORTH ORANGE COUNTY CCD	252,325.00
20-P0209559	06/10/20	11	District Wide Technology	Software Support Service-Fixed	ELLUCIAN COMPANY L.P.	18,345.00
20-P0209562	06/11/20	12	Fire Technology	Software License and Fees	FUSION SPORTS INC	36,500.00
Grand Total:						\$6,558,570.70

4.12 (5)

Legend: * = Multiple Funds for this P.O.

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Environment: Production

LoginID: DR21189

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-DON002995	6/11/2020	31	SAC BOOKSTORE	General Merchandise	ACADEMIC CAP & GOWN	\$2,380.00
GM-DON002997	6/17/2020	31	SAC BOOKSTORE	General Merchandise	SCHOOL DATEBOOKS	\$1,316.00
TX-DON006340	5/27/2020	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$9,907.52
TX-DON006341	5/27/2020	31	SAC BOOKSTORE	Textbook	CENGAGE LEARNING	\$14,241.80
TX-DON006342	5/27/2020	31	SAC BOOKSTORE	Textbook	ESCIENCE LABS	\$1,440.00
TX-DON006343	5/27/2020	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	\$1,295.66
TX-DON006345	5/27/2020	31	SAC BOOKSTORE	Textbook	INGRAM BOOK CO	\$424.60
TX-DON006346	5/27/2020	31	SAC BOOKSTORE	Textbook	BAKER & TAYLOR	\$28.80
TX-DON006347	5/27/2020	31	SAC BOOKSTORE	Textbook	KENDALL PUBLISHING	\$1,921.92
TX-DON006348	5/27/2020	31	SAC BOOKSTORE	Textbook	HOPKINS FULFILLMENT SERVICES	\$478.80
TX-DON006350	5/27/2020	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	\$15,863.88
TX-DON006352	5/27/2020	31	SAC BOOKSTORE	Textbook	PARADIGM PUBLISHING CO.	\$1,497.50
TX-DON006353	5/27/2020	31	SAC BOOKSTORE	Textbook	NORTON, INC.	\$590.00
TX-DON006354	5/27/2020	31	SAC BOOKSTORE	Textbook	JOHN WILEY & SONS, INC	\$2,660.00
TX-DON006355	5/27/2020	31	SAC BOOKSTORE	Textbook	CERTIPORT SALES	\$1,349.25
TX-DON006356	5/27/2020	31	SAC BOOKSTORE	Textbook	MPS FORMERLY VHPS	\$3,814.03
TX-DON006357	5/27/2020	31	SAC BOOKSTORE	Textbook	MONTEZUMA PUBLISHING	\$913.60
TX-DON006358	5/27/2020	31	SAC BOOKSTORE	Textbook	GOODHEART-WILLCOX CO.,INC	\$249.90
TX-DON006359	5/27/2020	31	SAC BOOKSTORE	Textbook	HARPER COLLINS TRADE DIV.	\$145.17
TX-DON006360	5/27/2020	31	SAC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	\$5,313.00
TX-DON006361	5/29/2020	31	SAC BOOKSTORE	Textbook	PENGUIN PUTNAM INC	\$884.65
TX-DON006362	6/1/2020	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$6,880.36
TX-DON006363	6/3/2020	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	\$4,564.73
TX-DON006364	6/3/2020	31	SAC BOOKSTORE	Textbook	CENGAGE LEARNING	\$2,175.00
TX-DON006365	6/3/2020	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$2,400.92
TX-DON006367	6/10/2020	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$2,366.18
TX-DON006368	6/10/2020	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	\$996.09
TX-DON006370	6/10/2020	31	SAC BOOKSTORE	Textbook	CERTIPORT SALES	\$1,799.00
TX-DON006371	6/10/2020	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	\$45.28
TX-DON006372	6/11/2020	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$2,267.45
TX-DON006373	6/11/2020	31	SAC BOOKSTORE	Textbook	RSCCD	\$322.62
TX-DON006374	6/11/2020	31	SAC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	\$4,229.70
TX-DON006375	6/11/2020	31	SAC BOOKSTORE	Textbook	MONTEZUMA PUBLISHING	\$30.00
TX-DON006376	6/11/2020	31	SAC BOOKSTORE	Textbook	ARTE PUBLICATIONS	\$76.48
TX-DON006377	6/11/2020	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	\$1,049.85
TX-DON006380	6/11/2020	31	SAC BOOKSTORE	Textbook	CENGAGE LEARNING	\$962.50
TX-DON006381	6/11/2020	31	SAC BOOKSTORE	Textbook	AMAZON	\$324.12
TX-DON006382	6/11/2020	31	SAC BOOKSTORE	Textbook	DAWN SIGN PRESS	\$2,089.82

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-DON006383	6/11/2020	31	SAC BOOKSTORE	Textbook	MPS FORMERLY VHPS	\$391.50
TX-DON006384	6/11/2020	31	SAC BOOKSTORE	Textbook	University Readers	\$2,182.60
TX-DON006385	6/11/2020	31	SAC BOOKSTORE	Textbook	SLACK INCORPORATED	\$1,176.68
TX-DON006386	6/11/2020	31	SAC BOOKSTORE	Textbook	GOODHEART-WILLCOX CO.,INC	\$924.90
TX-DON006387	6/11/2020	31	SAC BOOKSTORE	Textbook	INDICO	\$89.70
TX-DON006388	6/11/2020	31	SAC BOOKSTORE	Textbook	PENQUIN RANDOM HOUSE, INC.	\$232.56
TX-DON006389	6/11/2020	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	\$1,356.75
TX-DON006390	6/15/2020	31	SAC BOOKSTORE	Textbook	KENDALL PUBLISHING	\$1,792.50
TX-DON006391	6/16/2020	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$521.96
TX-DON006392	6/16/2020	31	SAC BOOKSTORE	Textbook	GOODHEART-WILLCOX CO.,INC	\$1,162.50
TX-DON006393	6/16/2020	31	SAC BOOKSTORE	Textbook	GOODHEART-WILLCOX CO.,INC	\$1,830.00
TX-DON006394	6/16/2020	31	SAC BOOKSTORE	Textbook	AMAZON	\$266.56
TX-DON006395	6/16/2020	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	\$112.20
TX-DON006396	6/17/2020	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$344.88
TX-HAWK004678	6/10/2020	31	SCC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$4,962.08
TX-HAWK004679	6/11/2020	31	SCC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	\$8,029.84
TX-HAWK004680	6/11/2020	31	SCC BOOKSTORE	Textbook	BLUEDOOR	\$3,598.65
TX-HAWK004681	6/11/2020	31	SCC BOOKSTORE	Textbook	MCGRAW-HILL CREATE (PRIMIS)	\$3,492.00
TX-HAWK004682	6/11/2020	31	SCC BOOKSTORE	Textbook	TEXAS BOOK COMPANY	\$1,281.38
TX-HAWK004683	6/11/2020	31	SCC BOOKSTORE	Textbook	XANEDU	\$91.96
TX-HAWK004684	6/11/2020	31	SCC BOOKSTORE	Textbook	COGNELLA	\$1,601.10
TX-HAWK004685	6/11/2020	31	SCC BOOKSTORE	Textbook	INGRAM PUBLISHING SERVICES	\$426.20
TX-HAWK004686	6/11/2020	31	SCC BOOKSTORE	Textbook	AMAZON	\$8,585.40
TX-HAWK004687	6/11/2020	31	SCC BOOKSTORE	Textbook	book	\$28,095.75
TX-HAWK004688	6/11/2020	31	SCC BOOKSTORE	Textbook	BVT PUBLISHING	\$1,159.80
TX-HAWK004689	6/11/2020	31	SCC BOOKSTORE	Textbook	NORTON, INC.	\$6,043.70
TX-HAWK004690	6/11/2020	31	SCC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	\$1,350.00
TX-HAWK004691	6/11/2020	31	SCC BOOKSTORE	Textbook	TAYLOR & FRANCIS	\$1,678.88
TX-HAWK004692	6/11/2020	31	SCC BOOKSTORE	Textbook	CENGAGE LEARNING	\$1,601.90
TX-HAWK004693	6/11/2020	31	SCC BOOKSTORE	Textbook	PEARSON EDUCATION	\$5,569.70
TX-HAWK004694	6/11/2020	31	SCC BOOKSTORE	Textbook	JOHN WILEY & SONS, INC	\$2,500.00
TX-HAWK004695	6/11/2020	31	SCC BOOKSTORE	Textbook	OXFORD UNIVERSITY PRESS	\$639.60
TX-HAWK004696	6/15/2020	31	SCC BOOKSTORE	Textbook	CENGAGE LEARNING	\$2,250.00
						<u>\$194,639.41</u>

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
78	Retiree Benefits - Irrevocable
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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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
20-B0001676	05/24/20*	81	DON BOOKSTORE/HAWK BOOKSTORE	600.00	Blanket PO FY 19/20	TC82689
20-B0001676	05/26/20	81	DON BOOKSTORE/HAWK BOOKSTORE	700.00	Blanket PO FY 19/20	TC82689
20-B0001676 Changed in: PO Amount, Printed Coments						
20-B0001848	06/10/20	71	MICHAEL J MACKENZIE	385.89		GC25569
20-B0001848	06/17/20	71	MICHAEL J MACKENZIE	590.89		GC25569
20-B0001848 Changed in: PO Amount						
16-P0041325	05/24/20*	41	MORRISSEY ASSOCIATES, INC.	127,379.00	AMENDMENT #2 5/1/19; DECREASE AGREEMENT BY \$1,819 FOR A TOTAL AGREEMENT AMOUNT OF \$127,379 AND EXTEND THE CONTRACT COMPLETION DATE TO BE THROUGH 6/30/2020 PER THE SECOND AMENDMENT TO THE BOARD DATED 4/30/2019. BOARD APPROVED: 4/29/2019	CE28973
16-P0041325	05/29/20	41	MORRISSEY ASSOCIATES, INC.	129,102.00	AMENDMENT #3, 5/29/20; EXTEND THE CONTRACT DURATION TO BE THROUGH DECEMBER 31, 2021 PER THE THIRD AMENDMENT TO THE AGREEMENT DATED 5/27/20. BOARD APPROVED 5/26/20	DR21189
16-P0041325	05/29/20	41	MORRISSEY ASSOCIATES, INC.	129,102.00	AMENDMENT #3, 5/29/20; EXTENSION OF THE CONTRACT DURATION TO BE THROUGH DECEMBER 31, 2021 PER THE THIRD AMENDMENT TO THE AGREEMENT DATED 5/27/20. BOARD APPROVED 5/26/20	DR21189
16-P0041325	06/01/20	41	MORRISSEY ASSOCIATES, INC.	129,102.00	AMENDMENT #3, 5/29/20; EXTENTION OF THE CONTRACT DURATION TO BE THROUGH DECEMBER 31, 2020 PER THE THIRD AMENDMENT TO THE AGREEMENT DATED 5/27/20. BOARD APPROVED 5/26/20	DR21189
16-P0041325	06/02/20	41	MORRISSEY ASSOCIATES, INC.	129,102.00	AMENDMENT #3, 5/29/20; EXTENTION OF THE CONTRACT DURATION TO BE THROUGH DECEMBER 31, 2021 PER THE THIRD AMENDMENT TO THE AGREEMENT DATED 5/27/20. BOARD APPROVED 5/26/20	DR21189
16-P0041325 Changed in: PO Amount, Printed Coments						
16-P0041419	05/24/20*	41	LIONAKIS	81,178.00	AMENDMENT #3, 5/30/19; EXTENTION OF CONTRACT COMPLETION DATE TO BE THROUGH JUNE 30, 2020 PER THE THIRD AMENDMENT TO THE AGREEMENT DATED 5/29/19. BOARD APPROVED: 5/28/19	CE28973
16-P0041419	05/29/20	41	LIONAKIS	81,178.00	AMENDMENT #4, 5/29/20; EXTENTION OF CONTRACT COMPLETION DATE TO BE THROUGH DECEMBER 31, 2020 PER THE FOURTH AMENDMENT TO THE AGREEMENT DATED 5/27/20. BOARD APPROVED: 5/26/20.	DR21189
16-P0041419	05/29/20	41	LIONAKIS	81,178.00	AMENDMENT #4, 5/29/20; EXTENSION OF CONTRACT COMPLETION DATE TO BE THROUGH DECEMBER 31, 2020 PER THE FOURTH AMENDMENT TO THE AGREEMENT DATED 5/27/20. BOARD APPROVED: 5/26/20.	DR21189
16-P0041419 Changed in: Printed Coments						
18-P0048652	05/24/20*	41	ERIC J MITTLESTEAD	10,250.00		DP29747

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* This entry shows the PO on the given date, not that it changed on this date.

P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
18-P0048652	06/03/20	41	ERIC J MITTLESTEAD	10,250.00	AMENDMENT #1, 6/03/20; EXTENTION OF THE CONTRACT COMPLETION DATE TO BE THROUGH JUNE 30, 2022 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED 6/01/2020.	DR21189
18-P0048652 Changed in: Printed Coments						
18-P0049062	05/24/20*	41	GHATAODE BANNON ARCHITECTS,	97,616.00	AMENDMENT #2 12/20/19 EXTENTION OF CONTRACT COMPLETION DATE TO BE THROUGH JUNE 30, 2020 PER THE SECOND AMENDMENT TO THE AGREEMENT DATED 12/10/2019. BOARD APPROVED: 12/9/2019	FC78314
18-P0049062	05/29/20	41	GHATAODE BANNON ARCHITECTS,	97,616.00	AMENDMENT #3, 5/29/20; EXTENTION OF THE CONTRACT COMPLETION DATE TO BE THROUGH DECEMBER 31, 2020 PER THE THIRD AMENDMENT TO THE AGREEMENT DATED 5/27/20. BOARD APPROVED: 5/29/20.	DR21189
18-P0049062	05/29/20	41	GHATAODE BANNON ARCHITECTS,	97,616.00	AMENDMENT #3, 5/29/20; EXTENSION OF THE CONTRACT COMPLETION DATE TO BE THROUGH DECEMBER 31, 2020 PER THE THIRD AMENDMENT TO THE AGREEMENT DATED 5/27/20. BOARD APPROVED: 5/29/20.	DR21189
18-P0049062 Changed in: Printed Coments						
19-P0054137	05/24/20*	41	STEINBERG HART	56,550.00	AMENDMENT #1, 7/2/19; INCREASE PO BY \$19,800 FOR A TOTAL AGREEMENT AMOUNT OF \$56,550 AND EXTEND THE CONTRACT COMPLETION DATE TO BE THROUGH 6/30/20 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED 5/29/19. BOARD APPROVED: 5/28/19	CE28973
19-P0054137	06/04/20	41	STEINBERG HART	49,300.00	CHANGE ORDER #2, 6/4/20; INTERNAL CHANGE ORDER TO REDUCE PO BY \$7,250 TO COVER INVOICES APPLIED TO INCORRECT PO.	DR21189
19-P0054137	06/04/20	41	STEINBERG HART	49,300.00	AMENDMENT #2, 6/4/20; EXTENSION OF CONTRACT COMPLETION DATE TO BE THROUGH DECEMBER 31, 2020 PER THE SECOND AMENDMENT TO THE AGREEMENT DATED 5/27/20. BOARD APPROVED: 5/26/20 (CHANGE ORDER #3)	DR21189
19-P0054137 Changed in: PO Amount, Printed Coments						
19-P0054994	05/24/20*	43	ARCHITECTURAL TESTING, INC.	54,290.00		CE28973
19-P0054994	05/29/20	43	ARCHITECTURAL TESTING, INC.	54,290.00	AMENDMENT #1, 5/29/20; EXTENTION OF COMPLETION DATE TO BE THROUGH DECEMBER 31, 2020 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED 5/27/20. BOARD APPROVED: 5/26/20.	DR21189
19-P0054994	05/29/20	43	ARCHITECTURAL TESTING, INC.	54,290.00	AMENDMENT #1, 5/29/20; EXTENSION OF COMPLETION DATE TO BE THROUGH DECEMBER 31, 2020 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED 5/27/20. BOARD APPROVED: 5/26/20.	DR21189
19-P0054994 Changed in: Printed Coments						
19-P0057258	05/24/20*	41	CHIPMAN CORPORATION	9,808.00	CHANGE ORDER #2, 6/30/19; REAPPROPRIATE \$330.00 FROM LINE ITEM 4 TO LINE ITEM 2 TO COVER INVOICE #90916.	CE28973
19-P0057258	06/09/20	41	CHIPMAN CORPORATION	9,808.00	CHANGE ORDER #3, 6/9/20; REAPPROPRIATE \$671 FROM LINE ITEM 1 TO LINE ITEM 3 TO COVER INVOICE #117336.	DR21189
19-P0057258 Changed in: Printed Coments						

* This entry shows the PO on the given date, not that it changed on this date.

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
20-P0057587	05/29/20	12	SO CALIF EDISON CO	16,500.00		ET18911
20-P0057587	06/11/20	12	SO CALIF EDISON CO	16,500.00	Change Order #1 6/11/20 Amend account to read as follows.	FC78314
20-P0057587 Changed in: Printed Coments						
20-P0057632	05/24/20*	11	MATERIAL HANDLING SUPPLY INC	2,000.00		DE68698
20-P0057632	06/01/20	11	MATERIAL HANDLING SUPPLY INC	2,051.95	Change Order #1 6/1/20 Increase PO by \$51.95 to pay for the remaining Invoice #01129277.	FC78314
20-P0057632 Changed in: PO Amount, Printed Coments						
20-P0057763	05/24/20*	11	GLASBY MAINTENANCE SUPPLY	10,000.00		DP29747
20-P0057763	06/17/20	11	GLASBY MAINTENANCE SUPPLY	13,970.83	CHANGE ORDER #1, 6/17/20; INCREASE PO BY \$3,970.83 TO COVER OUTSTANDING INVOICES FOR THE FISCAL YEAR.	DR21189
20-P0057763	06/17/20	11	GLASBY MAINTENANCE SUPPLY	13,978.17	CHANGE ORDER #1, 6/17/20; INCREASE PO BY \$3,978.17 TO COVER OUTSTANDING INVOICES FOR THE FISCAL YEAR.	DR21189
20-P0057763 Changed in: PO Amount, Printed Coments						
20-P0057764	05/24/20*	11	HOME DEPOT	4,000.00	CHANGE ORDER #1, 10/21/19; UPDATE INDIVIDUALS AUTHORIZED TO PICK-UP	DR21189
20-P0057764	06/09/20	11	HOME DEPOT	4,601.23	CHANGE ORDER #2, 6/9/20; INCREASE PO BY \$601.23 TO COVER OUTSTANDING INVOICES FOR THE FISCAL YEAR, PER DEPARTMENT REQUEST.	DR21189
20-P0057764	06/19/20	11	HOME DEPOT	4,913.37	CHANGE ORDER #2, 6/9/20; INCREASE PO BY \$601.23 TO COVER OUTSTANDING INVOICES FOR THE FISCAL YEAR, PER DEPARTMENT REQUEST.	DR21189
20-P0057764 Changed in: PO Amount, Printed Coments						
20-P0057858	05/24/20*	12	SAIDICO DIRECT INC	3,000.00		DP29747
20-P0057858	06/04/20	12	SAIDICO DIRECT INC	3,362.00	change order #1. dated 6/4/20. increase PO by \$362.00	JM13964
20-P0057858 Changed in: PO Amount, Printed Coments						
20-P0058084	05/24/20*	41	MORRISSEY ASSOCIATES, INC.	34,600.00	CONSULTANT TO PROVIDE ARCHITECTURAL SERVICES FOR THE REPLACEMENT AND ADDITION OF PARKING TICKET KIOSKS AT SANTA ANA COLLEGE AND SANTIAGO CANYON COLLEGE, PER THE TERMS AND CONDITIONS OF AGREEMENT #0347.00; AND EXHIBITS. APPROVED BY THE BOARD OF TRUSTEES ON JUNE 17, 2019	CE28973
20-P0058084	05/29/20	41	MORRISSEY ASSOCIATES, INC.	34,600.00	AMENDMENT #1, 5/29/20; EXTENTION OF THE COMPLETION DATE TO BE THROUGH DECEMBER 31, 2020 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED 5/27/20. BOARD APPROVED: 5/26/20. CONSULTANT TO PROVIDE ARCHITECTURAL SERVICES FOR THE REPLACEMENT AND ADDITION OF PARKING TICKET KIOSKS AT SANTA ANA COLLEGE AND SANTIAGO CANYON COLLEGE, PER THE TERMS AND CONDITIONS OF AGREEMENT #0347.00; AND EXHIBITS. APPROVED BY THE BOARD OF TRUSTEES ON JUNE 17, 2019	DR21189

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* This entry shows the PO on the given date, not that it changed on this date.

P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
20-P0058084	05/29/20	41	MORRISSEY ASSOCIATES, INC.	34,600.00	AMENDMENT #1, 5/29/20; EXTENSION OF THE COMPLETION DATE TO BE THROUGH DECEMBER 31, 2020 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED 5/27/20. BOARD APPROVED: 5/26/20. CONSULTANT TO PROVIDE ARCHITECTURAL SERVICES FOR THE REPLACEMENT AND ADDITION OF PARKING TICKET KIOSKS AT SANTA ANA COLLEGE AND SANTIAGO CANYON COLLEGE, PER THE TERMS AND CONDITIONS OF AGREEMENT #0347.00; AND EXHIBITS. APPROVED BY THE BOARD OF TRUSTEES ON JUNE 17, 2019	DR21189
20-P0058084	06/02/20	41	MORRISSEY ASSOCIATES, INC.	34,600.00	AMENDMENT #1, 5/29/20; EXTENSION OF THE COMPLETION DATE TO BE THROUGH DECEMBER 31, 2021 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED 5/27/20. BOARD APPROVED: 5/26/20. CONSULTANT TO PROVIDE ARCHITECTURAL SERVICES FOR THE REPLACEMENT AND ADDITION OF PARKING TICKET KIOSKS AT SANTA ANA COLLEGE AND SANTIAGO CANYON COLLEGE, PER THE TERMS AND CONDITIONS OF AGREEMENT #0347.00; AND EXHIBITS. APPROVED BY THE BOARD OF TRUSTEES ON JUNE 17, 2019	DR21189
20-P0058084 Changed in: Printed Coments						
20-P0058694	05/24/20*	12	OFFICE DEPOT BUSINESS SVCS	7,000.00	VENDOR TO FURNISH THE FOLLOWING IN ACCORDANCE WITH THE TERMS & CONDITIONS OF FCCC CONTRACT# CB 15-003, BOARD APPROVED 10/26/15	CP41423
20-P0058694	05/26/20	12	OFFICE DEPOT BUSINESS SVCS	2,833.00	change order #1 dated 5/26/20. reduce amount to \$4,167.00 VENDOR TO FURNISH THE FOLLOWING IN ACCORDANCE WITH THE TERMS & CONDITIONS OF FCCC CONTRACT# CB 15-003, BOARD APPROVED 10/26/15	JM13964
20-P0058694 Changed in: PO Amount, Printed Coments						
20-P0058808	05/24/20*	12	SVA ARCHITECTS, INC	120,300.00		CE28973
20-P0058808	05/29/20	12	SVA ARCHITECTS, INC	120,300.00	AMENDMENT #1, 5/29/20; EXTENTION OF COMPLETION DATE TO BE THROUGH DECEMBER 31, 2020 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED 5/27/20. BOARD APPROVED: 5/26/20.	DR21189
20-P0058808	05/29/20	12	SVA ARCHITECTS, INC	120,300.00	AMENDMENT #1, 5/29/20; EXTENSION OF COMPLETION DATE TO BE THROUGH DECEMBER 31, 2020 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED 5/27/20. BOARD APPROVED: 5/26/20.	DR21189
20-P0058808 Changed in: Printed Coments						
20-P0058847	05/24/20*	11	AIR TREATMENT CORP	9,200.00	CHANGE ORDER NO.:1 DATE: 03/24/2020, TO DECREASE PO BY \$3,000 FOR A TOTAL PO AMOUNT OF \$9,200 PER DEPARTMENT REQUEST. CONTRACTOR TO PROVIDE ALL LABOR, MATERIAL, AND EQUIPMENT TO PERFORM ONE-YEAR OF MAINTENANCE ROUTINES ON THE MULTISTACK CHILLER AT THE DISTRICT OPERATIONS CENTER, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF FIELD AGREEMENT FOR SERVICES FAS 20.013, DATED AUGUST 19, 2019.	EE88439

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
20-P0058847	05/29/20	11	AIR TREATMENT CORP	8,450.00	CHANGE ORDER #2, 5/29/20; REDUCE LINE ITEM 2 TO \$0. NO ANTICIPATED SERVICE CALLS FOR REMAINDER OF YEAR, PER DEPARTMENT REQUEST. CONTRACTOR TO PROVIDE ALL LABOR, MATERIAL, AND EQUIPMENT TO PERFORM ONE-YEAR OF MAINTENANCE ROUTINES ON THE MULTISTACK CHILLER AT THE DISTRICT OPERATIONS CENTER, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF FIELD AGREEMENT FOR SERVICES FAS 20.013, DATED AUGUST 19, 2019.	DR21189
20-P0058847 Changed in: PO Amount, Printed Coments						
20-P0059861	05/24/20*	43	SOCAL SHRED LLC	900.00		AA61269
20-P0059861	06/11/20	43	SOCAL SHRED LLC	900.00	Change Order #1 6/11/20 Amend account to read as follows.	FC78314
20-P0059861 Changed in: Printed Coments						
20-P0060074	05/24/20*	11	DAVIS BARBER	7,844.15		DP29747
20-P0060074	05/26/20	11	DAVIS BARBER	8,983.56	Change Order #1 5/26/20 Add item #3 for additional marketing video services for SCC.	FC78314
20-P0060074	06/15/20	11	DAVIS BARBER	9,557.96	Change Order #2 6/15/20 Increase item #3 by \$574.40 to remaining balance of the invoice.	FC78314
20-P0060074 Changed in: PO Amount, Printed Coments						
20-P0060174	06/01/20	12	MATCO TOOLS	6,683.08		AT10861
20-P0060174	06/04/20	12	MATCO TOOLS	1,740.66		JM13964
20-P0060174	06/11/20	12	MATCO TOOLS	6,683.08	Change order# 1, dated 6/11/20. Amend account # on the following items	JM13964
20-P0060174 Changed in: PO Amount, Printed Coments						
20-P0060481	06/02/20	12	VWR FUNDING INC	3,728.40	VENDOR TO PROVIDE THE FOLLOWING BIOLOGY SUPPLIES FOR THE NEW SCIENCE CENTER AT SANTA ANA COLLEGE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF NASPO VALUE POINT MASTER AGREEMENT #MA16000234-2 AND DGS MASTER AGREEMENT #7-16-99-26-01; BOARD APPROVED: 4/24/17	FC78314
20-P0060481	06/02/20	12	VWR FUNDING INC	3,696.63	CHANGE ORDER #1 6/2/20 CANCEL THE FOLLOWING ITEM AND ADD ALTERNATE ITEM FOR REPLACEMENT OF MODEL SKELETON RING. VENDOR TO PROVIDE THE FOLLOWING BIOLOGY SUPPLIES FOR THE NEW SCIENCE CENTER AT SANTA ANA COLLEGE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF NASPO VALUE POINT MASTER AGREEMENT #MA16000234-2 AND DGS MASTER AGREEMENT #7-16-99-26-01; BOARD APPROVED: 4/24/17	FC78314
20-P0060481 Changed in: PO Amount, Printed Coments						
20-P0060487	05/24/20*	11	SEHI COMPUTER PRODUCTS	145.03		DR21189
20-P0060487	06/19/20	11	SEHI COMPUTER PRODUCTS	0.00	CHANGE ORDER #1, 6/19/20; PO CLOSED DUE TO LACK OF VENDOR AVAILABILITY PRIOR TO JUNE 30, 2020.	DR21189
20-P0060487 Changed in: PO Amount, Printed Coments						

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
20-P0060650	05/24/20*	12	DEMCO INC	2,000.00	Change Order #1, dated 5/19/20. Reduce PO amount by:----	JM13964
20-P0060650	05/26/20	12	DEMCO INC	1,776.00	Change Order #1, dated 5/26/20. Reduce PO amount by \$224.00	JM13964
20-P0060650 Changed in: PO Amount, Printed Coments						
20-P0060694	05/24/20*	13	SOUTHLAND INSTRUMENTS	5,404.00		AK37208
20-P0060694	06/01/20	13	SOUTHLAND INSTRUMENTS	6,884.00	Change Order #1 6/1/20 Add item #2.	FC78314
20-P0060694 Changed in: PO Amount, Printed Coments						
20-P0060705	06/02/20	12	KENNETH EDWARD STROTHER	217.50	Vendor to provide annual inspection service for various fire extinguishers for Santiago Canyon College OEC locations at CWPC and CHAPMAN	CE28973
20-P0060705	06/04/20	12	KENNETH EDWARD STROTHER	225.00	Change Order #1 6/4/20 Amend the following item from 19 each to 20 each. Vendor to provide annual inspection service for various fire extinguishers for Santiago Canyon College OEC locations at CWPC and CHAPMAN	FC78314
20-P0060705 Changed in: PO Amount, Printed Coments						
20-P0061010	05/27/20	12	MATCO TOOLS	3,095.82		DE68698
20-P0061010	06/16/20	12	MATCO TOOLS	99.32		JM13964
20-P0061010 Changed in: PO Amount						
20-P0061259	05/24/20*	11	CDW GOVERNMENT INC.	627.31	VENDOR TO PROVIDE THE FOLLOWING IN ACCORDANCE WITH THE TERMS CONDITIONS OF FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES (FCCC) CONTRACT #CB-185-17; BOARD APPROVED: JULY 15, 2019	FC78314
20-P0061259	05/26/20	11	CDW GOVERNMENT INC.	882.96	CHANGE ORDER #1 5/26/20 AMEND ITEM #1 UNIT PRICE TO 404.10 PER QUOTE #LLFG204. VENDOR TO PROVIDE THE FOLLOWING IN ACCORDANCE WITH THE TERMS CONDITIONS OF FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES (FCCC) CONTRACT #CB-185-17; BOARD APPROVED: JULY 15, 2019	FC78314
20-P0061259 Changed in: PO Amount, Printed Coments						
20-P0061277	05/26/20	41	DEERE & COMPANY	41,317.64	VENDOR TO PROVIDE THE FOLLOWING EQUIPMENT IN ACCORDANCE WITH THE TERMS & CONDITIONS OF CMAS CONTRACT# 4-18-78-0032B AND 4-07-51-0019A; BOARD APPROVED: 2/3/2020	AK37208
20-P0061277	06/01/20	41	DEERE & COMPANY	0.00	Change Order #1 6/1/20 Cancel Entire PO. VENDOR TO PROVIDE THE FOLLOWING EQUIPMENT IN ACCORDANCE WITH THE TERMS & CONDITIONS OF CMAS CONTRACT# 4-18-78-0032B AND 4-07-51-0019A; BOARD APPROVED: 2/3/2020	FC78314
20-P0061277 Changed in: PO Amount, Printed Coments						
20-P0061377	06/04/20	12	LUMEN LEARNING LLC	15,480.00		NP92779

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
20-P0061377	06/04/20	12	LUMEN LEARNING LLC	15,480.00	Change Order #1 6/4/20 Amend account number to 12_3490_499900_15054_4310 for items 1-3.	FC78314
20-P0061377 Changed in: Printed Coments						
20-P0061432	06/01/20	41	ARIZONA MACHINERY	42,746.55	VENDOR TO PROVIDE THE FOLLOWING EQUIPMENT IN ACCORDANCE WITH THE TERMS & CONDITIONS OF CMAS CONTRACT# 4-18-78-0032B AND 4-07-51-0019A; BOARD APPROVED: 2/3/2020	FC78314
20-P0061432	06/04/20	41	DEERE & COMPANY	42,746.55	CHANGE ORDER #1 6/4/20 AMEND VENDOR NAME AND ADDRESS TO READ AS FOLLOWS. VENDOR TO PROVIDE THE FOLLOWING EQUIPMENT IN ACCORDANCE WITH THE TERMS & CONDITIONS OF CMAS CONTRACT# 4-18-78-0032B AND 4-07-51-0019A; BOARD APPROVED: 2/3/2020	FC78314
20-P0061432 Changed in: Vendor, Printed Coments						
20-P0061466	06/08/20	12	B & H PHOTO VIDEO INC	3,418.68	Items 1-3 TRI for Music student use. Item 3 TRI for Dance instructor use to demonstrate dance moves to the students.	JM13964
20-P0061466	06/09/20	12	B & H PHOTO VIDEO INC	3,126.85	Items 1-3 TRI for Music student use. Item 3 TRI for Dance instructor use to demonstrate dance moves to the students.	JM13964
20-P0061466	06/09/20	12	B & H PHOTO VIDEO INC	3,394.03	Items 1-3 TRI for Music student use. Item 3 TRI for Dance instructor use to demonstrate dance moves to the students.	JM13964
20-P0061466	06/09/20	12	B & H PHOTO VIDEO INC	3,394.03		JM13964
20-P0061466 Changed in: PO Amount, Printed Coments						
20-P0061469	06/09/20	12	MOHAWK RESOURCE LTD	31,250.34	VENDOR TO FURNISH THE FOLLOWING EQUIPMENT IN ACCORDANCE WITH THE TERMS & CONDITIONS OF CMAS CONTRACT# 4-13-56-0055A; BOARD APPROVED: 10/14/2019	JM13964
20-P0061469	06/19/20	12	MOHAWK RESOURCE LTD	0.00	VENDOR TO FURNISH THE FOLLOWING EQUIPMENT IN ACCORDANCE WITH THE TERMS & CONDITIONS OF CMAS CONTRACT# 4-13-56-0055A; BOARD APPROVED: 10/14/2019	JM13964
20-P0061469 Changed in: PO Amount						
20-P0061499	06/11/20	13	MC COY & MILLS	30,229.97		JM13964
20-P0061499	06/11/20	13	MC COY & MILLS	30,229.27		JM13964
20-P0061499 Changed in: PO Amount						
20-P0061531	06/18/20	11	AMERICAN CITY PEST CONTROL I	215.50		JM13964
20-P0061531	06/18/20	11	AMERICAN CITY PEST CONTROL I	215.00		JM13964
20-P0061531 Changed in: PO Amount						
20-P0061532	06/18/20	12	GOLD COAST TOURS	73.24		FC78314
20-P0061532	06/18/20	12	GOLD COAST TOURS	73.25		FC78314
20-P0061532 Changed in: PO Amount						

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
19-P0199218	05/24/20*	12	COAST COMMUNITY COLLEGE DIST	780,600.00		CE28973
19-P0199218	06/08/20	12	COAST COMMUNITY COLLEGE DIST	781,599.46	CHANGE ORDER #1, 6/8/20; INTERNAL CHANGE ORDER TO CORRECT SYSTEMS ERROR AND RESTORE REMAINING BALANCE OF PO.	DR21189
19-P0199218	06/08/20	12	COAST COMMUNITY COLLEGE DIST	657,811.69	CHANGE ORDER #1, 6/8/20; INTERNAL CHANGE ORDER TO CORRECT SYSTEMS ERROR AND RESTORE REMAINING BALANCE OF PO.	DR21189
19-P0199218	06/08/20	12	COAST COMMUNITY COLLEGE DIST	656,813.23	CHANGE ORDER #1, 6/8/20; INTERNAL CHANGE ORDER TO CORRECT SYSTEMS ERROR AND RESTORE REMAINING BALANCE OF PO.	DR21189
19-P0199218	06/08/20	12	COAST COMMUNITY COLLEGE DIST	780,600.00	CHANGE ORDER #1, 6/8/20; INTERNAL CHANGE ORDER TO CORRECT SYSTEMS ERROR AND RESTORE REMAINING BALANCE OF PO.	DR21189
19-P0199218 Changed in: PO Amount, Printed Coments						
20-P0209091	05/24/20*	61	WEST HEALTH ADVOCATE SOLUTIO	38,000.00		DP29747
20-P0209091	06/01/20	61	WEST HEALTH ADVOCATE SOLUTIO	38,000.00	CHANGE ORDER NO.:1, DATE: 06/01/2020 TO INCREASE PO BY \$2,995.95 FOR TOTAL PO AMOUNT OF \$40,995.95.	EE88439
20-P0209091	06/01/20	61	WEST HEALTH ADVOCATE SOLUTIO	40,995.95	CHANGE ORDER NO.:1, DATE: 06/01/2020 TO INCREASE PO BY \$2,995.95 FOR TOTAL PO AMOUNT OF \$40,995.95.	EE88439
20-P0209091 Changed in: PO Amount, Printed Coments						
20-P0209106	06/08/20	11	TOWNSEND PUBLIC AFFAIRS INC	78,000.00		DE68698
20-P0209106	06/17/20	11	TOWNSEND PUBLIC AFFAIRS INC	79,000.00	CHANGE ORDER #1, 6/17/20; INCREASE PO BY \$1,000 TO COVER REMAINING INVOICES FOR THE FISCAL YEAR.	DR21189
20-P0209106 Changed in: PO Amount, Printed Coments						
20-P0209126	05/24/20*	11	ALVARADOSMITH	100,000.00		CP41423
20-P0209126	06/15/20	11	ALVARADOSMITH	100,000.00	CHANGE ORDER NO.:1, DATE: 06/15/2020, TO INCREASE BY \$49,600 FOR A PO TOTAL OF \$149,600 PER DEPARTMENT REQUEST.	EE88439
20-P0209126	06/15/20	11	ALVARADOSMITH	146,900.00	CHANGE ORDER NO.:1, DATE: 06/15/2020, TO INCREASE BY \$49,600 FOR A PO TOTAL OF \$149,600 PER DEPARTMENT REQUEST.	EE88439
20-P0209126	06/15/20	11	ALVARADOSMITH	146,900.00	CHANGE ORDER NO.:1, DATE: 06/15/2020, TO INCREASE BY \$46,900 FOR A PO TOTAL OF \$146,900 PER DEPARTMENT REQUEST.	EE88439
20-P0209126 Changed in: PO Amount, Printed Coments						
20-P0209168	05/24/20*	11	XEROX CORP	1,777.99	CHANGE ORDER #1, 12/19/19; DECREASE LEASE BY 5 MONTHS AND COPY USAGE BY \$100 PER DEPARTMENT REQUEST. MONTH-TO-MONTH LEASE OF XEROX EQUIPMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF WSCA, MSA #1715 AND CALIFORNIA PARTICIPATING ADDENDUM MPA #7-09-36-06, BOARD APPROVED: JUNE 21, 2010.	DR21189

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
20-P0209168	05/29/20	11	XEROX CORP	2,007.19	CHANGE ORDER #2, INCREASE LEASE BY 1 MONTH FOR FINAL PAYMENT. MONTH-TO-MONTH LEASE OF XEROX EQUIPMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF WSCA, MSA #1715 AND CALIFORNIA PARTICIPATING ADDENDUM MPA #7-09-36-06, BOARD APPROVED: JUNE 21, 2010.	DR21189
20-P0209168 Changed in: PO Amount, Printed Coments						
20-P0209249	05/24/20*	12	YOSEMITE COMMUNITY COLLEGE D	200,000.00		DE68698
20-P0209249	06/08/20	12	YOSEMITE COMMUNITY COLLEGE D	200,000.00	CHANGE ORDER NO.:1, DATE: 06/08/2020, TO EXTND THE PERIOD OF PERFORMANCE TO SEPTEMBER 30, 2020 PER THE FIRST AMENDMENT DATED: 05/11/2020; BOARD APPROVED: 05/11/2020	EE88439
20-P0209249	06/08/20	12	YOSEMITE COMMUNITY COLLEGE D	200,000.00	CHANGE ORDER NO.:1, DATE: 06/08/2020, TO EXTEND THE PERIOD OF PERFORMANCE TO SEPTEMBER 30, 2020 PER THE FIRST AMENDMENT DATED: 05/11/2020; BOARD APPROVED: 05/11/2020	EE88439
20-P0209249 Changed in: Printed Coments						
20-P0209250	05/24/20*	12	MIRA COSTA COMMUNITY COLLEGE	200,000.00		DE68698
20-P0209250	06/08/20	12	MIRA COSTA COMMUNITY COLLEGE	200,000.00	CHANGE ORDER NO:1, DATE: 06/08/2020, TO EXTEND THE PERIOD OF PERFORMANCE TO SEPTEMBER 30, 2020 PER THE FIRST AMENDMENT DATED: 05/11/2020; BOARD APPROVED: 05/11/2020	EE88439
20-P0209250 Changed in: Printed Coments						
20-P0209263	05/24/20*	12	CANON SOLUTIONS AMERICA, INC	1,600.00	CONTINUATION OF 60-MONTH SERVICE, INCLUDING ON-SITE SERVICE CALLS, PARTS AND LABOR FOR THE FOLLOWING EQUIPMENT IN ACCORDANCE WITH THE WSCA-NASPO (CALIFORNIA) STATE CONTRACT. THIS TRANSACTION SHALL BE GOVERNED IN ALL RESPECTS BY THE TERMS AND CONDITIONS OF CONTRACT #3091/7-15-70-23. ANY TERMS AND CONDITIONS WHICH CONFLICT WITH, VARY FROM OR SUPPLEMENT THE AGREEMENT TERMS SHALL BE NULL AND VOID. BOARD APPROVED: 12/4/17	CE28973
20-P0209263	05/26/20	12	CANON SOLUTIONS AMERICA, INC	2,600.00	CHANGE ORDER #1 5/26/20 ADD ITEM 3 FOR ADDITIONAL COPY USAGE. CONTINUATION OF 60-MONTH SERVICE, INCLUDING ON-SITE SERVICE CALLS, PARTS AND LABOR FOR THE FOLLOWING EQUIPMENT IN ACCORDANCE WITH THE WSCA-NASPO (CALIFORNIA) STATE CONTRACT. THIS TRANSACTION SHALL BE GOVERNED IN ALL RESPECTS BY THE TERMS AND CONDITIONS OF CONTRACT #3091/7-15-70-23. ANY TERMS AND CONDITIONS WHICH CONFLICT WITH, VARY FROM OR SUPPLEMENT THE AGREEMENT TERMS SHALL BE NULL AND VOID. BOARD APPROVED: 12/4/17	FC78314
20-P0209263 Changed in: PO Amount, Printed Coments						
20-P0209266	05/24/20*	12	LOS RIOS COMM COLLEGE DIST	200,000.00		DE68698

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
20-P0209266	06/19/20	12	LOS RIOS COMM COLLEGE DIST	200,000.00	CHANGE ORDER NO.:1, DATE: 06/19/2020, TO EXTEND THE PERIOD OF PERFORMANCE TO SEPTEMBER 30,2020 PER THE FIRST AMENDMENT DATED 05/11/2020; BOARD APPROVED: 05/11/2020	EE88439
20-P0209266 Changed in: Printed Coments						
20-P0209289	05/24/20*	12	XEROX CORP	1,147.02	CHANGE ORDER #1, 11/19/19; REDUCE MAINTENANCE PLAN BY 6 MONTHS AND COPY USAGE BY \$130 PER DEPARTMENT REQUEST.	DR21189
20-P0209289	06/04/20	12	XEROX CORP	1,336.12	CHANGE ORDER #2, 6/4/20; INCREASE MAINTENANCE PLAN BY 1 MONTH AND COPY USAGE BY \$19.77 PER DEPARTMENT REQUEST.	JM13964
20-P0209289	06/10/20	12	XEROX CORP	1,168.62	CHANGE ORDER #2, 6/4/20; INCREASE MAINTENANCE PLAN BY 1 MONTH AND COPY USAGE BY \$19.77 PER DEPARTMENT REQUEST.	EE88439
20-P0209289	06/15/20	12	XEROX CORP	1,321.94	CHANGE ORDER #3, 6/15/20; INCREASE MAINTENANCE PLAN BY LINE ITEM #3 TO PAY INVOICE FOR \$153.32 PER EPARTMENT REQUEST.	JM13964
20-P0209289	06/15/20	12	XEROX CORP	1,321.94	CHANGE ORDER #3, 6/15/20; INCREASE MAINTENANCE PLAN TO PAY THE FOLLOWING INVOICE FOR \$153.32 PER DEPARTMENT REQUEST.	JM13964
20-P0209289 Changed in: PO Amount, Printed Coments						
20-P0209312	05/24/20*	12	SAN FRANCISCO CCD	250,000.00		DE68698
20-P0209312	06/19/20	12	SAN FRANCISCO CCD	250,000.00	CHANGE ORDER NO.:1, DATE: 06/19/2020, TO EXTEND THE THE PERIOD OF PERFORMANCE TO SEPTEMBER 30, 2020 PER THE FIRST AMENDMENT DATED 05/11/2020; BOARD APPROVED: 05/11/2020	EE88439
20-P0209312 Changed in: Printed Coments						
20-P0209319	05/24/20*	12	CHAFFEY COMMUNITY COLLEGE DI	200,000.00		CP41423
20-P0209319	06/08/20	12	CHAFFEY COMMUNITY COLLEGE DI	200,000.00	CHANGE ORDER NO.:1, DATE: 06/08/2020, TO EXTEND THE PERIOD OF PERFORMANCE TO SEPTEMBER 30, 2020 PER THE FIRST AMENDMENT DATED: 05/11/2020; BOARD APPROVED: 05/11/2020	EE88439
20-P0209319 Changed in: Printed Coments						
21-P0219028	06/16/20	11	TBA	14,000.00		EE88439
21-P0219028	06/16/20	11	NAMECOACH, INC.	14,000.00		EE88439
21-P0219028 Changed in: Vendor						
21-P0219033	06/17/20	11	OPTIV SECURITY INC	110,501.87	ANNUAL SOFTWARE SUPPORT RENEWAL FOR THREAT PREVENTION PER TERMS AND CONDITIONS OF CMAS CONTRACT #3-09-70-2428M; BOARD APPROVED: 10-26-09	EE88439
21-P0219033	06/18/20	11	OPTIV SECURITY INC	110,501.87	ANNUAL SOFTWARE SUPPORT RENEWAL FOR THREAT PREVENTION PER TERMS AND CONDITIONS OF CMAS CONTRACT NO.: 3-09-70-2428M; BOARD APPROVED:10/26/2009	EE88439
21-P0219033 Changed in: Printed Coments						

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
21-P0219036	06/16/20	11	SHI INTERNATIONAL CORP	12,971.36		DR21189
21-P0219036	06/16/20	11	SHI INTERNATIONAL CORP	12,971.36	ANNUAL SOFTWARE RENEWAL FOR SOLARWINDS:	DR21189

21-P0219036 Changed in: Printed Coments

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**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 24, 2020 THROUGH JUNE 20, 2020
BOARD MEETING OF JULY 13, 2020**

P.O. #	Amount	Description	Department	Comment
20-P0061400	\$196,850.42	Laptop computers and extended warranties for student use in support of temporary remote instruction at Santa Ana College	SAC -Television/ Video	Sole Source Board approved: July 25, 2005
20-P0061406	\$65,000.00	Postage for bulk mail used District-wide	DO -Mailroom	
20-P0061413	\$24,749.29	Key locker system for the new Safety building at Santiago Canyon College	DO -Facility Planning	Received Quotations: *1. Key Control Holding 2. Federal Key *Successful Bidder
20-P0061414	\$39,651.52	Laptops and extended warranties for student use in support of temporary remote instruction at Santiago Canyon College	SCC -EOPS	Purchased from the Foundation for California Community Colleges (FCCC) contract #CB-185-17 Board Approved: July 15, 2019
20-P0061418	\$29,951.35	Exercise stress system and treadmill	SAC -Fire Technology	Received Quotations: *1. McKesson General Medical Corp 2. Orange County Medical Sales *Successful Bidder
20-P0061432	\$42,746.55	Grounds equipment for the new Grounds Department at Santiago Canyon College	DO -Facility Planning	Purchased from the California Multiple Award Schedules (CMAS) contract #4-18-78-0032B and 4-07-51-0019A Board Approved: February 3, 2020
20-P0061461	\$23,496.08	Replacement of projectors at the Orange County Sheriff's Regional Training Academy	SAC -CJ/Academies	Received Quotations: *1. Golden Star Technology 2. Digital Networks Group *Successful Bidder

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**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 24, 2020 THROUGH JUNE 20, 2020
BOARD MEETING OF JULY 13, 2020**

P.O. #	Amount	Description	Department	Comment
20-P0061465	\$16,096.32	Tables, filing cabinets and miscellaneous furniture for the new Science Center at Santa Ana College	DO -Facility Planning	Purchased from the Foundation for California Community Colleges (FCCC) Teknion contract #CB-155-18 Board Approved: July 15, 2019
20-P0061476	\$26,242.68	New 2020 Ford Transit Connect Van	SAC -Maintenance	Received Quotations: *1. National Auto Fleet Group 2. Ken Grody Ford Souther CA 3. McCoy Mills Fullerton *Successful Bidder
20-P0061477	\$134,000.00	Professional services to continue providing support and assistance for a series of events for the Strong Workforce Program	SAC -Career Ed & Work Dev Office	Board Approved: May 26, 2020
20-P0061481	\$206,500.00	Digital advertising campaigns for the Summer 2020 and Fall 2020 semesters	DO -Educational Services	Board Approved: May 11, 2020
20-P0061485	\$37,858.89	Desktop computers and extended warranties to replace existing units in classroom B-208 at Santiago Canyon College	SCC -Career Education Office	Purchased from the Western State Contracting Alliance (WSCA) master price agreement #MNNVP-133 Board Approved: November 9, 2015
20-P0061488	\$37,858.89	Desktop computers and extended warranties to replace existing units in classroom B-207 at Santiago Canyon College	SCC -Career Education Office	Purchased from the Western State Contracting Alliance (WSCA) master price agreement #MNNVP-133 Board Approved: November 9, 2015
20-P0061493	\$32,000.00	Assistance in supporting Santa Ana College and Santiago Canyon College with multi-year trend data needed to populate the enrollment management plans	DO -Educational Services	Board Approved: May 11, 2020

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 24, 2020 THROUGH JUNE 20, 2020
BOARD MEETING OF JULY 13, 2020**

P.O. #	Amount	Description	Department	Comment
20-P0061499	\$30,229.27	New 2020 Ford Ranger	SAC -Maintenance	Received Quotations: *1. National Auto Fleet Group 2. McCoy Mills Fullerton *Successful Bidder
20-P0061517	\$125,154.29	Classroom chairs and stools for the new Science Center at Santa Ana College	DO -Facility Planning	Purchased from the Foundation for California Community Colleges (FCCC) Teknion contract #CB-155-18 Board Approved: July 15, 2019
20-P0061518	\$50,580.00	Certified education robot training package for the new Science Center at Santa Ana College	DO -Facility Planning	Bid #1384 Board Approved: May 26, 2020
20-P0061524	\$38,849.71	Vehicle engines for classroom use	SAC -Automotive Technology	Received Quotations: *1. Irvine Subaru 2. Subaru Orange Coast *Successful Bidder
20-P0061543	\$489,910.71	Total cost of the March 2020 Primary Election held on March 3, 2020	DO -Districtwide	
20-P0209538	\$100,000.00	Sub-agreement with Tri-Cities Regional Occupational Program to host the Strong Workforce Program K12 Pathway Coordinator serving the Rio Hondo CCD in the Los Angeles County Region	DO -Resource Development	Board Approved: March 23, 2020
20-P0209539	\$100,000.00	Sub-agreement with San Francisco Unified School District to host the Strong Workforce Program K12 Pathway Coordinator serving the San Francisco CCD in the Bay Area Region	DO -Resource Development	Board Approved: March 23, 2020

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 24, 2020 THROUGH JUNE 20, 2020
BOARD MEETING OF JULY 13, 2020**

P.O. #	Amount	Description	Department	Comment
20-P0209540	\$100,000.00	Sub-agreement with Culver City Unified School District to host the Strong Workforce Program K12 Pathway Coordinator serving the Los Angeles CCD in the Los Angeles County Region	DO -Resource Development	Board Approved: March 23, 2020
20-P0209541	\$100,000.00	Sub-agreement with Jurupa Unified School District to host the Strong Workforce Program K12 Pathway Coordinator serving the Riverside CCD in the Inland Empire Desert Region	DO -Resource Development	Board Approved: March 23, 2020
20-P0209542	\$200,000.00	Sub-agreement with Fresno County Superintendent of Schools to host the Strong Workforce Program K12 Pathway Coordinator serving the State Center CCD in the Central Valley/Mother Lode Region	DO -Resource Development	Board Approved: March 23, 2020
20-P0209543	\$300,000.00	Sub-agreement with Santa Clara County Office of Education to host the Strong Workforce Program K12 Pathway Coordinator serving the Gavilan Joint, San Jose-Evergreen and West Valley-Mission CCD in the Bay Area Region	DO -Resource Development	Board Approved: March 23, 2020
20-P0209544	\$453,200.00	Sub-agreement with Coast CCD on behalf of Coastline College to implement FY19-20 of the Strong Workforce Program	DO -Resource Development	Board Approved: February 27, 2017
20-P0209545	\$295,500.00	Sub-agreement with Coast CCD on behalf of Orange Coast College to implement FY19-20 of the Strong Workforce Program	DO -Resource Development	Board Approved: February 27, 2017

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 24, 2020 THROUGH JUNE 20, 2020
BOARD MEETING OF JULY 13, 2020**

P.O. #	Amount	Description	Department	Comment
20-P0209546	\$158,790.42	Year two of the Community College Bus Pass Program for Continuing Education	Continuing Education Division	Board Approved: August 14, 2017
20-P0209548	\$410,162.00	Sub-agreement with Compton Unified School District to create, support and/or expand high-quality career technical education programs at the K12 level and K-12 to community college pathway improvement projects that connect to in-demand, high-wage occupations in the region	DO -Resource Development	Board Approved: July 15, 2019
20-P0209549	\$100,000.00	Sub-agreement with Napa County Office of Education to host the Strong Workforce Program K12 Pathway Coordinator serving the Napa Valley CCD in the Bay Area Region	DO -Resource Development	Board Approved: March 23, 2020
20-P0209550	\$400,000.00	Sub-agreement with Los Angeles County Office of Education to host the Strong Workforce Program K12 Pathway Coordinator serving the Cerritos, Citrus, Glendale and Pasadena Area CCDs in the Los Angeles County Region	DO -Resource Development	Board Approved: March 23, 2020
20-P0209551	\$100,000.00	Sub-agreement with Fortuna Union High School District to host the Strong Workforce Program K12 Pathway Coordinator serving the Redwoods CCD in the North/Far North Region	DO -Resource Development	Board Approved: March 23, 2020

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 24, 2020 THROUGH JUNE 20, 2020
BOARD MEETING OF JULY 13, 2020**

P.O. #	Amount	Description	Department	Comment
20-P0209552	\$100,000.00	Sub-agreement with Desert Sands Unified School District to host the Strong Workforce Program K12 Pathway Coordinator serving the Desert CCD in the Inland Empire Desert Region	DO -Resource Development	Board Approved: March 23, 2020
20-P0209553	\$100,000.00	Sub-agreement with North Orange County Regional Occupational Program to host the Strong Workforce Program K12 Pathway Coordinator serving the North Orange County CCD in the Orange County Region	DO -Resource Development	Board Approved: March 23, 2020
20-P0209554	\$100,000.00	Sub-agreement with Orange County Superintendent of Schools to host the Strong Workforce Program K23 Pathway Coordinator serving the Rancho Santiago CCD in the Orange County Region	DO -Resource Development	Board Approved: March 23, 2020
20-P0209555	\$100,000.00	Sub-agreement with Butte County Office of Education to host the Strong Workforce Program K12 Pathway Coordinator serving the Butte-Glenn CCD in the North/Far North Region	DO -Resource Development	Board Approved: March 23, 2020
20-P0209556	\$500,000.00	Sub-agreement with San Bernardino County Superintendent of Schools to host the Strong Workforce Program K12 Pathway Coordinator serving the Barstow, Chaffey, Copper Mountain, San Bernardino, and Victor Valley CCDs in the Inland Empire Desert Region	DO -Resource Development	Board Approved: March 23, 2020

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 24, 2020 THROUGH JUNE 20, 2020
BOARD MEETING OF JULY 13, 2020**

P.O. #	Amount	Description	Department	Comment
20-P0209557	\$453,234.00	Sub-agreement with Coast CCD to implement FY19-20 of the Strong Workforce Program	DO -Resource Development	Board Approved: February 27, 2017
20-P0209558	\$252,325.00	Sub-agreement with North Orange CCD on behalf of Fullerton College to implement FY19-20 of the Strong Workforce Program	DO -Resource Development	Board Approved: February 27, 2017
20-P0209559	\$18,345.00	Annual subscription for Canvas Intelligent Learning Platform	DO -ITS	Board Approved: March 26, 2018
20-P0209562	\$36,500.00	Annual renewal of Smartbase Athletics tracking software	SAC -Fire Technology	Board Approved: October 14, 2019
TX-DON006350	\$15,863.88	Textbooks purchased for resale	SAC -BOOKSTORE	Purchased from Pearson Education. Auxiliary Services Director Review Jennie Adams 05/27/2020
TX-HAWK004687	\$28,095.75	Textbooks purchased for resale	SCC -BOOKSTORE	Purchased from Book. Bookstore Manager Review Bill Jeffrey 6/11/2020

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: July 13, 2020
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. California Adult Education Program (SAC & SCC) RSCCD received the California Adult Education Program state categorical apportionment (formerly Adult Education Block Grant), Assembly Bill No. 104, from the California Community Colleges Chancellor's Office. The Rancho Santiago Adult Education Consortium will implement regional strategies to better serve educational and workforce needs of adult learners and support seven program areas: Adult Basic Education (ABE) and Adult Secondary Education (ASE); English as a Second Language (ESL) and ESL-Citizenship; workforce preparation; family literacy; adults with disabilities, career technical education, and pre-apprenticeship training. (20/21). <i>No match required.</i>	07/01/2020	\$2,841,435
2. Saint Joseph Hospital On-Site Associate Degree Nursing Program (SAC) Sub-award from the St. Joseph Hospital to establish an educational and clinical training site at the hospital to increase the number of students in SAC's Nursing Program over a two-year funding cycle. (20/21). <i>No match required.</i>	07/01/2020	\$145,255

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: \$2,986,690	Board Date: July 13, 2020
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 #2246
NAME: CALIFORNIA ADULT EDUCATION PROGRAM
SANTA ANA COLLEGE AND SANTIAGO CANYON COLLEGE (NONCREDIT PROGRAMS)
FISCAL YEAR: 2020/2021

CONTRACT PERIOD: 07/01/2020 - 12/31/2022
CONTRACT INCOME: \$2,841,435
PRIME SPONSOR: CCC Chancellor's Office
FISCAL AGENT: Rancho Santiago CCD
PRIME AWARD #: Categorical Apportionment

PRJ. ADMIN.: James Kennedy/Jose Vargas
PRJ. DIR.: Christine Gascon
Date: 6/18/2020

GL Account String	Description	New Budget	
		Debit (+)	Credit (-)
SANTA ANA COLLEGE (CENTENNIAL EDUCATION CENTER)			
12_2246_00000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		1,142,127
12_2246_679000_10000_5865	Indirect Costs : Santa Ana College (5%)	54,387	
12_2246_601000_18100_5611	Lease Agreement - Facility : Continuing Education REC Lease	167,622	
12_2246_601000_18100_5800	Advertising : Continuing Education Division	44,062	
12_2246_601000_18100_5845	Excess/Copies Useage : Continuing Education D	600	
12_2246_619000_18100_4610	Non-Instructional Supplies : Continuing Educa	1,000	
12_2246_678000_18100_5100	Contracted Services : Continuing Education Di Application Development	50,000	
12_2246_678000_18100_5555	Telecommunication Circuits : Continuing Educa Dark Fiber	26,000	
12_2246_619000_18110_1250	Contract Coordinator : English as a Second Lang Susan Garnett, Assistant Professor/Coord. ESL Class III Step 15 (50%) Merari Weber, Assistant Professor/Coord. ESL Class VII Step 15 (100%) Jose Lopez Mercedes, Coordinator/ESL Class IV Step 14 (50%)	224,805	
12_2246_619000_18110_3115	STRS - Non-Instructional : English as a Secon	41,364	
12_2246_619000_18110_3325	Medicare - Non-Instructional : English as a S	3,310	
12_2246_619000_18110_3415	H & W - Non-Instructional : English as a Seco	39,093	
12_2246_619000_18110_3435	H & W - Retiree Fund Non-Inst : English as a	2,511	
12_2246_619000_18110_3515	SUI - Non-Instructional : English as a Second	114	
12_2246_619000_18110_3615	WCI - Non-Instructional : English as a Second	3,425	
12_2246_619000_18110_3915	Other Benefits - Non-Instruct : English as a	3,500	
12_2246_619000_18130_1250	Contract Coordinator : Elementary & Second John Tashima, Assistant Professor/Coord. ABE Class III Step 15 (100%) Donna Khalid, Assistant Professor/Coord. ABE Class VII Step 15 (100%)	224,703	
12_2246_619000_18130_3115	STRS - Non-Instructional : Elementary & Secon	41,345	
12_2246_619000_18130_3325	Medicare - Non-Instructional : Elementary & S	3,309	
12_2246_619000_18130_3415	H & W - Non-Instructional : Elementary & Seco	35,178	
12_2246_619000_18130_3435	H & W - Retiree Fund Non-Inst : Elementary &	2,510	
12_2246_619000_18130_3515	SUI - Non-Instructional : Elementary & Second	114	
12_2246_619000_18130_3615	WCI - Non-Instructional : Elementary & Second	3,423	
12_2246_619000_18130_3915	Other Benefits - Non-Instruct : Elementary &	3,500	
12_2246_619000_18190_1250	Contract Coordinator : Short-Term Vocational Osiel Madrigal, Assistant Professor/Coord. CTE Class VII Step 14 (100%)	115,734	

SPECIAL PROJECT DETAILED BUDGET #2246
NAME: CALIFORNIA ADULT EDUCATION PROGRAM
SANTA ANA COLLEGE AND SANTIAGO CANYON COLLEGE (NONCREDIT PROGRAMS)
FISCAL YEAR: 2020/2021

CONTRACT PERIOD: 07/01/2020 - 12/31/2022
CONTRACT INCOME: \$2,841,435
PRIME SPONSOR: CCC Chancellor's Office
FISCAL AGENT: Rancho Santiago CCD
PRIME AWARD #: Categorical Apportionment

PRJ. ADMIN.: James Kennedy/Jose Vargas
PRJ. DIR.: Christine Gascon
Date: 6/18/2020

GL Account String	Description	New Budget	
		Debit (+)	Credit (-)
12_2246_619000_18190_3215	PERS - Non-Instructional : Short-Term Vocatio	26,387	
12_2246_619000_18190_3315	OASDHI - Non-Instructional : Short-Term Vocat	7,284	
12_2246_619000_18190_3325	Medicare - Non-Instructional : Short-Term Voc	1,704	
12_2246_619000_18190_3415	H & W - Non-Instructional : Short-Term Vocati	9,280	
12_2246_619000_18190_3435	H & W - Retiree Fund Non-Inst : Short-Term Vo	1,292	
12_2246_619000_18190_3515	SUI - Non-Instructional : Short-Term Vocation	59	
12_2246_619000_18190_3615	WCI - Non-Instructional : Short-Term Vocation	1,762	
12_2246_619000_18190_3915	Other Benefits - Non-Instruct : Short-Term Vo	1,750	
12_2246_493087_18200_4310	Instructional Supplies : SAC Continuing Ed-In	1,000	
	SUB-TOTAL - SAC/CEC	1,142,127	1,142,127
SANTIAGO CANYON COLLEGE (ORANGE EDUCATION CENTER)			
12_2246_000000_20000_8629	Other Gen Categorical Apport : Santiago Canyo		1,538,698
12_2246_679000_20000_5865	Indirect Costs : Santiago Canyon College (5%) OE and Research direct costs at 5% rate	80,919	
12_2246_601000_28100_1210	Academic Management : Continuing Education Eden Quimzon, Interim Exe. Director (C-3) (100%)	144,658	
12_2246_601000_28100_2130	Classified Employees : Continuing Education Alicia Ayers, Sr. Account Clerk (10-6 +3PG) (100%)	64,325	
12_2246_601000_28100_3115	STRS - Non-Instructional : Continuing Educati	26,617	
12_2246_601000_28100_3215	PERS - Non-Instructional : Continuing Educati	14,666	
12_2246_601000_28100_3315	OASDHI - Non-Instructional : Continuing Educa	4,081	
12_2246_601000_28100_3325	Medicare - Non-Instructional : Continuing Edu	3,082	
12_2246_601000_28100_3415	H & W - Non-Instructional : Continuing Educat	23,488	
12_2246_601000_28100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	2,338	
12_2246_601000_28100_3515	SUI - Non-Instructional : Continuing Educatio	106	
12_2246_601000_28100_3615	WCI - Non-Instructional : Continuing Educatio	3,189	
12_2246_601000_28100_3915	Other Benefits - Non-Instruct : Continuing Ed	3,600	
12_2246_601000_28100_4610	Non-Instructional Supplies : Continuing Educa	10,000	
12_2246_601000_28100_5100	Contracted Services : Continuing Education Di	3,000	
12_2246_601000_28100_5800	Advertising : Continuing Education Division	1,000	
12_2246_601000_28100_5815	Class Schedules/Printing : Continuing Educati	2,000	
12_2246_601000_28100_5840	Drinking Water Service : Continuing Education	425	
12_2246_601000_28100_5850	Fingerprinting : Continuing Education Divisio	100	
12_2246_601000_28100_5880	Internet Services : Continuing Education Divi	135	
12_2246_601000_28100_5915	Packaging/Mail Prep/Processing : Continuing E	500	
12_2246_601000_28100_5940	Reproduction/Printing Expenses : Continuing E	50	
12_2246_601000_28100_6211	Buildings - Facility Lease : Continuing Educa	176,500	
12_2246_601000_28100_6410	Equip-All Other >\$1,000<\$5,000 : Continuing E	1,000	
12_2246_601000_28100_6414	Equip-Mod Furn>\$1,000 < \$5,000 : Continuing E	1,000	

SPECIAL PROJECT DETAILED BUDGET #2246
NAME: CALIFORNIA ADULT EDUCATION PROGRAM
SANTA ANA COLLEGE AND SANTIAGO CANYON COLLEGE (NONCREDIT PROGRAMS)
FISCAL YEAR: 2020/2021

CONTRACT PERIOD: 07/01/2020 - 12/31/2022
CONTRACT INCOME: \$2,841,435
PRIME SPONSOR: CCC Chancellor's Office
FISCAL AGENT: Rancho Santiago CCD
PRIME AWARD #: Categorical Apportionment

PRJ. ADMIN.: James Kennedy/Jose Vargas
PRJ. DIR.: Christine Gascon
Date: 6/18/2020

GL Account String	Description	New Budget	
		Debit (+)	Credit (-)
12_2246_619000_28100_1250	Contract Coordinator : Continuing Education Angela Guevara, Assistant Professor/Coord. AWD Class V Step 15 (100%)	112,286	
12 2246 619000 28100 3215	PERS - Non-Instructional : Continuing Educati	25,601	
12 2246 619000 28100 3315	OASDHI - Non-Instructional : Continuing Educa	7,070	
12 2246 619000 28100 3325	Medicare - Non-Instructional : Continuing Edu	1,654	
12 2246 619000 28100 3415	H & W - Non-Instructional : Continuing Educat	25,423	
12 2246 619000 28100 3435	H & W - Retiree Fund Non-Inst : Continuing Ed	1,254	
12 2246 619000 28100 3515	SUI - Non-Instructional : Continuing Educatio	57	
12 2246 619000 28100 3615	WCI - Non-Instructional : Continuing Educatio	1,711	
12 2246 619000 28100 3915	Other Benefits - Non-Instruct : Continuing Ed	1,750	
12_2246_631000_28100_2130	Classified Employees : Continuing Education L. Berganza, Graduation Specialist (15-6 +7.5%L +3PG) (25%)	22,119	
12 2246 631000 28100 3215	PERS - Non-Instructional : Continuing Educati	5,043	
12 2246 631000 28100 3315	OASDHI - Non-Instructional : Continuing Educa	1,395	
12 2246 631000 28100 3325	Medicare - Non-Instructional : Continuing Edu	326	
12 2246 631000 28100 3415	H & W - Non-Instructional : Continuing Educat	6,782	
12 2246 631000 28100 3435	H & W - Retiree Fund Non-Inst : Continuing Ed	247	
12 2246 631000 28100 3515	SUI - Non-Instructional : Continuing Educatio	11	
12 2246 631000 28100 3615	WCI - Non-Instructional : Continuing Educatio	337	
12 2246 631000 28100 3915	Other Benefits - Non-Instruct : Continuing Ed	375	
12 2246 651000 28100 5550	Security Systems & Services : Continuing Educ	1,220	
12_2246_653000_28100_2130	Classified Employees : Continuing Education Div G. Chavez, Custodian (4-6 +2.5%L +5%SS) (47.5%)	27,248	
12 2246 653000 28100 3215	PERS - Non-Instructional : Continuing Educati	6,212	
12 2246 653000 28100 3315	OASDHI - Non-Instructional : Continuing Educa	1,734	
12 2246 653000 28100 3325	Medicare - Non-Instructional : Continuing Edu	405	
12 2246 653000 28100 3415	H & W - Non-Instructional : Continuing Educat	9,008	
12 2246 653000 28100 3435	H & W - Retiree Fund Non-Inst : Continuing Ed	308	
12 2246 653000 28100 3515	SUI - Non-Instructional : Continuing Educatio	14	
12 2246 653000 28100 3615	WCI - Non-Instructional : Continuing Educatio	419	
12 2246 653000 28100 3915	Other Benefits - Non-Instruct : Continuing Ed	713	
12 2246 653000 28100 4610	Non-Instructional Supplies : Continuing Educa	3,000	
12 2246 655000 28100 5530	Landscaping : Continuing Education Division	3,300	
12 2246 657000 28100 5515	Electricity : Continuing Education Division	13,000	
12 2246 675000 28100 4710	Food and Food Service Supplies : Continuing E	0	
12 2246 675000 28100 5210	Conference Expenses : Continuing Education Di	2,255	
12_2246_678000_28100_2130	Classified Employees : Continuing Education Div Howard Chau, Applications Spec. III (19-6 +5%L +1PG) (100%)	108,594	

SPECIAL PROJECT DETAILED BUDGET #2246
NAME: CALIFORNIA ADULT EDUCATION PROGRAM
SANTA ANA COLLEGE AND SANTIAGO CANYON COLLEGE (NONCREDIT PROGRAMS)
FISCAL YEAR: 2020/2021

CONTRACT PERIOD: 07/01/2020 - 12/31/2022
CONTRACT INCOME: \$2,841,435
PRIME SPONSOR: CCC Chancellor's Office
FISCAL AGENT: Rancho Santiago CCD
PRIME AWARD #: Categorical Apportionment

PRJ. ADMIN.: James Kennedy/Jose Vargas
PRJ. DIR.: Christine Gascon
Date: 6/18/2020

GL Account String	Description	New Budget	
		Debit (+)	Credit (-)
12 2246 678000 28100 3215	PERS - Non-Instructional : Continuing Educati	24,759	
12 2246 678000 28100 3315	OASDHI - Non-Instructional : Continuing Educa	6,826	
12 2246 678000 28100 3325	Medicare - Non-Instructional : Continuing Edu	1,596	
12 2246 678000 28100 3415	H & W - Non-Instructional : Continuing Educat	27,174	
12 2246 678000 28100 3435	H & W - Retiree Fund Non-Inst : Continuing Ed	1,211	
12 2246 678000 28100 3515	SUI - Non-Instructional : Continuing Educatio	55	
12 2246 678000 28100 3615	WCI - Non-Instructional : Continuing Educatio	1,651	
12 2246 678000 28100 3915	Other Benefits - Non-Instruct : Continuing Ed	1,500	
12 2246 678000 28100 5555	Telecommunication Circuits : Continuing Educa	23,736	
12_2246_619000_28110_1250	Contract Coordinator : English as a Second Lang Rita Van Dyke Kao, Class II Step 11 (100%)	91,287	
12 2246 619000 28110 3115	STRS - Non-Instructional : English as a Secon	16,797	
12 2246 619000 28110 3325	Medicare - Non-Instructional : English as a S	1,349	
12 2246 619000 28110 3415	H & W - Non-Instructional : English as a Seco	26,532	
12 2246 619000 28110 3435	H & W - Retiree Fund Non-Inst : English as a	1,023	
12 2246 619000 28110 3515	SUI - Non-Instructional : English as a Second	47	
12 2246 619000 28110 3615	WCI - Non-Instructional : English as a Second	1,396	
12 2246 619000 28110 3915	Other Benefits - Non-Instruct : English as a	1,750	
12_2246_619000_28130_1250	Contract Coordinator : Elementary & Second Bas Elaine Pham, Assistant Professor/Coord. ABE/HSS Class V Step 12 (100%)	103,537	
12 2246 619000 28130 3215	PERS - Non-Instructional : Elementary & Secon	23,607	
12 2246 619000 28130 3315	OASDHI - Non-Instructional : Elementary & Sec	6,528	
12 2246 619000 28130 3325	Medicare - Non-Instructional : Elementary & S	1,527	
12 2246 619000 28130 3415	H & W - Non-Instructional : Elementary & Seco	14,652	
12 2246 619000 28130 3435	H & W - Retiree Fund Non-Inst : Elementary &	1,158	
12 2246 619000 28130 3515	SUI - Non-Instructional : Elementary & Second	53	
12 2246 619000 28130 3615	WCI - Non-Instructional : Elementary & Second	1,579	
12 2246 619000 28130 3915	Other Benefits - Non-Instruct : Elementary &	1,750	
12_2246_619000_28190_1250	Contract Coordinator : Short-Term Vocational Daniel Oase, Assistant Professor/Coord. CTE Class VI Step 11 (100%)	103,743	
12 2246 619000 28190 3115	STRS - Non-Instructional : Short-Term Vocatio	19,089	
12 2246 619000 28190 3325	Medicare - Non-Instructional : Short-Term Voc	1,530	
12 2246 619000 28190 3415	H & W - Non-Instructional : Short-Term Vocati	25,406	
12 2246 619000 28190 3435	H & W - Retiree Fund Non-Inst : Short-Term Vo	1,160	
12 2246 619000 28190 3515	SUI - Non-Instructional : Short-Term Vocation	53	
12 2246 619000 28190 3615	WCI - Non-Instructional : Short-Term Vocation	1,582	
12 2246 619000 28190 3915	Other Benefits - Non-Instruct : Short-Term Vo	1,750	
12_2246_051400_28200_4310	Instructional Supplies : Orange Educ Ctr-Inst	2,000	

SPECIAL PROJECT DETAILED BUDGET #2246
NAME: CALIFORNIA ADULT EDUCATION PROGRAM
SANTA ANA COLLEGE AND SANTIAGO CANYON COLLEGE (NONCREDIT PROGRAMS)
FISCAL YEAR: 2020/2021

CONTRACT PERIOD: 07/01/2020 - 12/31/2022
CONTRACT INCOME: \$2,841,435
PRIME SPONSOR: CCC Chancellor's Office
FISCAL AGENT: Rancho Santiago CCD
PRIME AWARD #: Categorical Apportionment

PRJ. ADMIN.: James Kennedy/Jose Vargas
PRJ. DIR.: Christine Gascon
Date: 6/18/2020

GL Account String	Description	New Budget	
		Debit (+)	Credit (-)
12_2246_493032_28200_2410	Inst Assistant - Ongoing : Orange Educ Ctr-Instruct IAs for AWD/Learning Skills, Learning Disabled \$20.00/hr. x 19 hrs./wk. x 52 wks. X (2) IAs Ana Serna Laris, Jasmin Do	39,520	
12 2246 493032 28200 3321	Medicare - Instructional : Orange Educ Ctr-In	573	
12 2246 493032 28200 3331	PARS - Instructional : Orange Educ Ctr-Instru	514	
12 2246 493032 28200 3431	H & W - Retiree Fund Inst : Orange Educ Ctr-l	435	
12 2246 493032 28200 3511	SUI - Instructional : Orange Educ Ctr-Instruc	20	
12 2246 493032 28200 3611	WCI - Instructional : Orange Educ Ctr-Instruc	593	
	SUB-TOTAL - SCC/OEC	1,538,698	1,538,698
DISTRICT OFFICE (Research Office)			
12_2246_000000_50000_8629	Other Gen Categorical Apport : District Opera		160,610
12_2246_679000_53340_2130	Classified Employees : Research Cristina Gheorghe, Research Coordinator Grade 18-6 +2.5%L +\$1,250PG (100%)	100,258	
12 2246 679000 53340 3215	PERS - Non-Instructional : Research	22,859	
12 2246 679000 53340 3315	OASDHI - Non-Instructional : Research	6,309	
12 2246 679000 53340 3325	Medicare - Non-Instructional : Research	1,475	
12 2246 679000 53340 3415	H & W - Non-Instructional : Research	25,513	
12 2246 679000 53340 3435	H & W - Retiree Fund Non-Inst : Research	1,119	
12 2246 679000 53340 3515	SUI - Non-Instructional : Research	51	
12 2246 679000 53340 3615	WCI - Non-Instructional : Research	1,526	
12 2246 679000 53340 3915	Other Benefits - Non-Instruct : Research	1,500	
	SUB-TOTAL - District	160,610	160,610
	Total 2242 - Adult Education Program FY 2019/20	2,841,435	2,841,435

CAEP Allocation Amendment: 2020-21 Produced: Jun 8, 2020, 08:55 PM UTC Ryan Murray

43 Rancho Santiago Adult Education Consortium

Allocation Amendment Summary

Fiscal Declaration

The Fiscal Declaration information in this section has been provided as a courtesy. It has not been changed since CFAD has been approved by the Member Representatives.

Consortium Name: 43 Rancho Santiago Adult Education Consortium

Funding Channel: Direct Funded

Narrative: The Rancho Santiago Adult Education Consortium's (RSAEC) planned allocations for 2020-2021 follow the newly revised 3-year plan and are consistent with the current annual plan. Member districts will continue to work collaboratively on the main CAEP objectives. These objectives include meeting regional needs, continuing to identify gaps in the region, creating seamless transitions and approaches to accelerate student progress, incorporating shared professional development, and leveraging resources.

Changes: No Changes

Amended Member Allocations for 2020-21

Member Agency	Amended Allocation	Adjustment Made
Garden Grove Unified	\$1,416,072	-\$195,033
Orange County Department of Education	\$0	
Orange Unified	\$6,555	-\$903
Rancho Santiago CCD	\$2,841,435	-\$391,345
Santa Ana Unified	\$0	
Total Allocated to Members	\$4,264,062	
Total CAEP Funds	\$4,264,062	
Total Remaining (Must be \$0)	\$0	

Member Agencies

Member Agency	Member Type	Contact	Phone
Garden Grove Unified	Unified School District	Robin Patterson	(714) 663-6305
Orange Unified	Unified School District	Lisa Green Orange Unified School District	(714) 628-5446
Rancho Santiago CCD	District	Dr. Joanne Armstrong	(714) 628-5974
Orange County Department of Education	County Office of Education (COE)	Fatinah Judeh	(714) 349-3073
Santa Ana Unified	Unified School District	Ryan Murray	(714) 972-7100

Certification & Assurances



By clicking "Approve" on the approval cards below, you are certifying the CFAD as well as confirming that you and ALL consortium members agree to the Assurances listed below.

Assurances

Membership & Decision-Making

- I certify that any community college district, school district, or county office of education, or any joint powers authority consisting of community college districts, school districts, county offices of education, or a combination of these, located within the boundaries of the adult education region shall be permitted to join the consortium as a member (EC 84905 (a) (b)). (See Membership Box above).
- I certify that only members as described above (and in EC 84905) are allowed to join my consortium as members and participate in decision making and approvals whether in a public meeting, or via the NOVA planning, budgeting & expense reporting system.
- I certify that as a condition of joining a consortium, as a member, I shall commit to reporting any funds (as described in EC 84916) available to that member for the purposes of education and workforce services for adults and the uses of those funds through the annual Program Area exercise in NOVA for reporting leveraged funds, and instructional hours.
- I certify that as a member of the consortium my district shall be represented only by an official designated by the governing board of the member (EC 84905 (c)).
- I certify that as a member of the consortium, I shall participate in any decision made by the consortium (EC 84905 (d)(1) (A)).
- I certify that all decision made by the consortium and its members is final (EC 84905 (d)(1)(F)).
- I certify that I will adhere to the consortium rules and procedures and, as agreed upon by the consortium members, to any additional by-laws, charters, etc.

Public Meetings

- I certify that a proposed decision is considered at an open, properly noticed public meeting of the consortium at which members of the public may comment (EC 84905 (d)(1)(B)).

- I certify that the consortium has provided the public with adequate notice of a proposed decision and considered any comments submitted by members of the public, and any comments submitted by members of the public have been distributed publicly (EC 84905 (d)(1)(C)).
- I certify that the consortium has requested comments regarding a proposed decision from other entities located in the adult education region that provide education and workforce services for adults (EC 84905 (d)(1)(D)(i)).
- I certify that the consortium has requested comments regarding a proposed decision from other entities located in the adult education region that provide education and workforce services for adults (EC 84905 (d)(1)(D)(i)).
- I certify that the consortium has considered input provided by pupils, teachers employed by local educational agencies, community college faculty, principals, administrators, classified staff, and the local bargaining units of the school districts and community college districts before it makes a decision (EC 84905 (d)(1)(E)).
- I certify that in addition to the meeting requirements listed in EC 84905, and as agreed upon by the consortium members, that I will follow the public meeting requirements listed in the Ralph M. Brown Act as the Brown Act applies to the governing body of any “local body created by state or federal statute.” (Ed. Code, section 54952.)

Reporting Requirements

- I certify that I will participate in completing and updating any consortium long range and/or short range planning efforts and/or budget work plans (EC 84906, 84914(a)).
- I certify that all CAEP expenses have been expended in the CAEP seven program areas, and services provided are consistent with the 3-year plan, the annual plan, and my district's work plan & budget as submitted in NOVA (EC 84913 (1-7), 84906, 8914(a)).
- I certify that my expenditures of CAEP funds match the objectives/activities included in the annual plan and the member work plan (EC 84906, 84914(a)).
- I certify that my expenditures of CAEP funds adhere to the allowable uses of funds as identified in the CAEP Fiscal Management Guide.
- I certify that I will report student level enrollment data and outcomes as prescribed by the State CAEP Office (EC 84920).
- I certify that I will share financial expenditure and progress reports with the members of my regional consortium.
- I certify that I understand that as a member if I do not meet any of these items I have certified, I will be deemed an ineffective member which may result in a loss or reduction of CAEP funding (EC 84914(b)).
- I certify that all CAEP expenses have been expended only for the education of persons 18 years of age or older (EC 84901(a)).

Rancho Santiago CCD - Member Representative

Joanne Armstrong

Dean of Instruction and Student Services

armstrong_joanne@sccollege.edu

(714) 628-5974

Chrissy Gascon

Executive Director, Adult Education Block Grant

gascon_christine@sccollege.edu

(714) 628-5969

Approved by Dr. Joanne Armstrong

06/04/2020 04:28 PM PDT

Orange County Department of Education - Member Representative

Fatinah Judeh

5.1 (9)

Coordinator
fjudeh@ocde.us
(714) 349-3073

Approved by Fatinah Judeh

06/03/2020 08:42 PM PDT

Garden Grove Unified - Member Representative

Robin Patterson
Director of Adult and Alternative Education
rpatterson@ggusd.us
(714) 663-6305

Approved by Robin Patterson

06/03/2020 08:16 PM PDT

Orange Unified - Member Representative

Lisa Green
Interim Executive Director Curriculum, Instruction, Secondary School Support
lgreen@orangeusd.org
(714) 628-5446

Approved by Lisa Green Orange Unified School District

06/03/2020 02:33 PM PDT

Santa Ana Unified - Member Representative

Ryan Murray
Coordinator of Special Education
ryan.murray@sausd.us
(714) 972-7100

Approved by Ryan Murray

06/08/2020 01:54 PM PDT

CAEP Consortium		Governor's Proposed 20/21 Allocation	May Revise Reduction	Revised 20/21 Allocation
27	Los Angeles Regional Adult Education Consortium	134,278,879	16,255,170	\$118,023,709
28	Capital Adult Education Regional Consortium	12,261,268	1,484,291	\$10,776,977
29	Marin County Adult Education Block Grant Consortium	1,539,559	186,372	\$1,353,187
30	Mendocino-Lake Consortium	1,606,105	194,428	\$1,411,677
31	Gateway Adult Education Network (Merced)	3,456,486	418,426	\$3,038,060
32	Coastal North County Adult Education Consortium (MiraCosta)	1,247,782	151,051	\$1,096,731
33	Monterey Peninsula Consortium	2,655,966	321,519	\$2,334,447
34	Mt. San Antonio Regional Consortium for Adult Education	36,535,269	4,422,788	\$32,112,481
35	Southwest Riverside County Adult Education Regional Consortium	5,063,146	612,921	\$4,450,225
36	Napa Valley Adult Education Consortium	2,975,122	360,154	\$2,614,968
37	North Orange County Regional Consortium for Adult Education (NOCRC)	4,025,849	487,350	\$3,538,499
38	Southern Alameda County Consortium (Ohlone)	4,333,642	524,610	\$3,809,032
39	Palo Verde Consortium	851,704	103,103	\$748,601
40	Education to Career Network of North San Diego County (Palomar/Vista)	8,214,835	994,449	\$7,220,386
41	Pasadena Area Consortium	1,952,523	236,363	\$1,716,160
42	Northern Alameda Consortium for Adult Education	8,389,645	1,015,611	\$7,374,034
43	Rancho Santiago Adult Education Consortium	4,851,343	587,281	\$4,264,062
44	North Coast Adult Education Consortium (Redwoods)	1,168,239	141,421	\$1,026,819
45	Rio Hondo Region Adult Education Consortium	15,055,389	1,822,534	\$13,232,855
46	About Students Regional Consortium (Riverside)	8,650,888	1,047,236	\$7,603,652
47	Inland Adult Education Consortium (San Bernardino)	10,975,514	1,328,644	\$9,646,870
48	San Diego Adult Education Regional Consortium	4,897,553	592,875	\$4,304,678
49	San Francisco Adult Education Consortium	4,038,140	488,838	\$3,549,302
50	Delta Sierra Regional Alliance (San Joaquin)	8,748,512	1,059,054	\$7,689,458
51	South Bay Consortium for Adult Education (San Jose)	18,243,801	2,208,509	\$16,035,292

SPECIAL PROJECT DETAILED BUDGET # 3710
NAME: St. Joseph Hospital Clinical Training Grant - Santa Ana College
FISCAL YEARS: 2020/2021 and 2021/2022

CONTRACT PERIOD: 07/01/2020 - 06/30/2022 (Two-Years)
CONTRACT INCOME: \$145,255
PRIME SPONSOR: St. Joseph Hospital of Orange
FISCAL AGENT: Rancho Santiago CCD
SUB-AWARD #: SAC-20-025

PROJ. ADMIN.: Saeid Eidgahy
PROJ. DIR.: Mary Steckler
DATE: 6/19/2020

GL Account String	Description	New Budget		
		Year 1	Year 2	Total
12_3710_123010_16640_1110	Contract Instructors : Nursing Yr. 1 10 mths 175-Days, Class VI Step B @ 15% (3 LHE, 2 semesters) Yr. 2 10 mths 175-Days, Class VI Step C @ 15% (3 LHE, 2 semesters)	18,326	19,059	37,385
12_3710_123010_16640_1313	Beyond Contract-Instructors : Nursing Yr. 1 \$77.73/hr. x 6 LHE x 2 semesters Yr. 2 \$80.84/hr. x 6 LHE x 2 semesters	16,790	17,461	34,251
12_3710_123010_16640_3111	STRS - Instructional : Nursing	6,461	6,610	13,071
12_3710_123010_16640_3321	Medicare - Instructional : Nursing	513	533	1,046
12_3710_123010_16640_3411	H & W - Instructional : Nursing	3,981	4,120	8,101
12_3710_123010_16640_3431	H & W - Retiree Fund Inst : Nursing	974	1,013	1,987
12_3710_123010_16640_3511	SUI - Instructional : Nursing	18	18	36
12_3710_123010_16640_3611	WCI - Instructional : Nursing	531	552	1,083
12_3710_123010_16640_3911	Other Benefits - Instructional : Nursing	263	263	526
12_3710_649000_16640_2310	Classified Employees - Ongoing : Nursing General Office Clerk (0.475 FTE @ 100%)	17,267	17,957	35,224
12_3710_649000_16640_3215	PERS - Non-Instructional : Nursing	3,919	4,417	8,336
12_3710_649000_16640_3315	OASDHI - Non-Instructional : Nursing	1,071	1,113	2,184
12_3710_649000_16640_3325	Medicare - Non-Instructional : Nursing	250	260	510
12_3710_649000_16640_3435	H & W - Retiree Fund Non-Inst : Nursing	475	494	969
12_3710_649000_16640_3515	SUI - Non-Instructional : Nursing	9	9	18
12_3710_649000_16640_3615	WCI - Non-Instructional : Nursing	259	269	528
	Total 3710 - St. Joseph Clinical Training	71,107	74,148	145,255



Hospital On-Site Associate Degree Nursing Program Agreement

This Agreement is entered into on July 1, 2020, ("Effective Date"), by and between St. Joseph Hospital of Orange ("Hospital"), located at 1100 W. Stewart Dr., Orange, California, and Rancho Santiago Community College District ("District"), located at 2323 N. Broadway, Santa Ana, California, on behalf of the Santa Ana College Nursing Program, located at 1530 W. 17th St., Santa Ana, California.

ARTICLE I

RECITALS

1.1 Hospital. Hospital is an acute care health facility licensed by the State of California and accredited by the Joint Commission on Accreditation of Healthcare Organizations. Hospital has determined that, in light of the nursing shortage in Hospital's service area and in furtherance of its charitable purpose of assuring access to high quality medical and nursing care to patients in Hospital's service area, it is necessary for Hospital to participate in the support and funding of the herein described Program in accordance with the terms of this Agreement.

1.2 District. District is the legal entity which operates Santa Ana College, an educational institution authorized pursuant to California law to offer the Associate Degree Nursing Program described herein at hospitals for the purpose of providing education and clinical training of students ("College"). Pursuant to the terms hereof, District shall arrange for College to create an off-site campus at Hospital so that College may offer its pre-licensure Associate Degree Nursing curriculum at Hospital. Such Hospital campus designation shall occur in accordance with the terms of this Agreement and the Program Plan of Action, which is attached hereto as Attachment A and incorporated herein by reference.

1.3 Intent. District desires to offer an Associate Degree in Nursing Program ("Program") on-site at Hospital for qualified Hospital and non-Hospital personnel ("students") who successfully enroll in such Program at College. Hospital desires to support the Program as described herein.

1.4 Purpose of This Agreement. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will establish a campus and institute the Program at Hospital.

ARTICLE II

RESPONSIBILITIES OF DISTRICT

21 Program Curriculum. District shall require the Department of Nursing of College to make all final decisions regarding the Associate Degree Nursing curriculum in consultation with College faculty and in accordance with District policy for curricular approval. Any curriculum modifications will be reviewed and modified as needed to maintain Program outcomes and the accreditation standards of the College's Associate Degree Nursing Program. The parties agree that it is their intent that all components of the Program, didactic and clinical, be conducted at Hospital. However, to the extent necessary to fulfill the Program curriculum, District shall require that College provide a site at College's main campus and all necessary resources (equipment/supplies, etc.) for completion of any Program components which cannot be completed at Hospital for any reason.

22 Number/Qualification of Students. District shall require College to designate and notify Hospital of the students who are enrolled and in good standing in the Program to be assigned for education and clinical training at Hospital in such numbers as are mutually agreed upon between Hospital and District. The parties agree to give preferential placement in the Program to current employees of Hospital who otherwise meet all requirements for Program admission. District and Hospital will also mutually agree to the dates and length of the Program semesters. Students shall be admitted to the Program in accordance with District's usual and customary process. All applicants must meet academic admission requirements, maintain academic standards, and comply with all student policies throughout the Program.

23 Orientation/Instruction and Faculty. District shall require College to provide Program orientation to all students. District or College shall employ all faculty and instructors who will be providing instruction to students of the Program at Hospital and shall require that all instructors conduct classes in accordance with Hospital policy and procedure. The faculty and instructors for the Program shall be defined as Hospital-based District or College employees; however, control over the selection of Faculty shall be with District and College. From among its Faculty, District shall designate a Distance Program Director who shall manage the Program, and who agrees to collaborate with Hospital's Education Program Director to run the Program. District shall ensure that Faculty receive orientation related to the AD curriculum and any other necessary training.

24 Discipline. District shall require that College, through its instructors and faculty, apprise students of regulations, standards and responsibilities; and shall require that students conduct themselves in a professional manner. District will require College to maintain counseling and disciplinary actions including but not limited to removal from the Program.

25 Advising and Documentation. District shall require that College provide students with a Student Handbook and apprise them of their rights and

responsibilities as students of College. Students shall receive academic and administrative advisement and support from District and College over the Internet, phone, and fax and as District deems appropriate. District shall require that College maintain all attendance and academic records of students participating in the Program. District shall further require College to implement and maintain an evaluation process of the students' progress throughout the Program. The students' academic records shall remain under the control of the College's Nursing School Department and the District in compliance with applicable law.

26 Health Clearance. District shall require that College affirm that each student complies with Hospital's requirements for immunizations and tests; including but not limited to an annual health examination, rubella, DT, tuberculin skin test and follow up chest x-ray as appropriate. District shall also require College to ensure that students follow Hospital's policies and procedures regarding blood-borne pathogens, including but not limited to, universal precautions. Also, District shall require College to affirm that all students are free from any mental or physical impairment that would prevent the student from meeting his/her training obligations at Hospital.

27 Hospital Policies and Procedures. District shall require College to affirm that all students are aware of and understand all applicable Hospital policies and procedures; and College shall require every student to conform to all such Hospital policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of Hospital and District.

28 Supplies and Equipment. Except for the supplies and equipment described in Section 3.4 herein below, District shall, or shall require that College, provide and be responsible for the provision, care and control of all educational supplies, materials, and equipment needed for adequate instruction during the Program.

29 Confidentiality. District shall require College to instruct students regarding confidentiality of patient information. No student shall have access to or have the right to review any medical record or quality assurance or peer review information, except where necessary in the regular course of the Program. District shall require that College ensure that all students maintain the confidentiality of any and all patient and other information received in the course of the Program. Further, District shall require that College instruct students not to discuss, transmit, or narrate in any form any patient information of a personal nature, medical or otherwise, except as a necessary part of the patient's treatment plan or the Program.

210 Accreditation. District shall require that College, at all times during the course of this Agreement, be licensed or qualified by the state of California to offer the Program to students.

211 Financial Assistance. District and/or College agrees to pay all costs associated with the Program at Hospital except those costs specifically agreed to by Hospital which are set forth in the Program Plan of Action in Attachment A hereto.

ARTICLE III

RESPONSIBILITIES OF HOSPITAL

3.1 Access. Hospital shall permit access to the Program to those students designated by District as eligible for participation in the Program at Hospital. Hospital agrees to provide qualified students with access to classroom sites, clinical areas, training areas and patient care opportunities as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy of Hospital patients.

3.2 Implementation of Program. Hospital agrees to cooperate with and assist in the planning and implementation of the Program at Hospital for the benefit of students from College.

3.3 Accreditation. Hospital shall maintain Hospital so that it conforms to the requirements of the CA Department of Health Services and the Joint Commission on Accreditation of Healthcare Organizations.

3.4 Supplies and Equipment. Hospital shall supply all needed audio-visual equipment for the Program. Hospital shall also supply a Mini-Skills Lab for student training and shall expand its computer training capabilities to accommodate students' training needs. Such Mini-Skills Lab and computer training center shall be developed within the budget allotted for such as set forth in Attachment A hereto.

3.5 Space and Storage. In addition to clinical care opportunities, Hospital agrees to provide College with classroom space within Hospital for didactic instruction and an acceptable amount of storage space for College's instructional materials for use in the Program.

3.6 Patient Care. Pursuant to the California Code of Regulations ("CCR"), Title 22, Section 70713, District understands and agrees that Hospital, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Hospital patients. Further, District and students shall conduct their respective activities hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Hospital policy and procedures, Emergency Medical Treatment and Active Labor Act ("EMTALA"), Title 22, the standards and requirements under the Joint Commission, professional standards, Hospital philosophy and values and the Ethical and Religious Directives for Catholic Health Facilities. The parties understand and agree that this provision is intended to fulfill requirements of the Joint Commission and state law and is not intended to modify the independent contractor relationship nor indemnification requirements between the parties herein.

3.7 Removal of Students. Hospital shall have the absolute right to determine who will administer care to its patients. In the event that any student, in the sole discretion of Hospital, fails to perform satisfactorily, fails to follow Hospital policies, procedures and regulations, or fails to meet Hospital standards for health, safety, security, cooperation or ethical behavior, Hospital shall have the right to request that

District withdraw the student from the Hospital. District shall comply with Hospitals request within five (5) days of receipt of notice from Hospital. Notwithstanding the foregoing, in the event of any emergency or if any student represents a threat to patient safety or personnel, Hospital may immediately exclude any student from Hospital until final resolution of the matter with District.

3.8 Documentation. Hospital agrees to make available to instructors and qualified students of College a copy of its policies and procedures, rules and regulations, and other relevant information in order that students obtain the benefit of such documentation and in order that students comply with such policies and rules. Such copy is available at Hospital's facility for review.

3.9 First Aid. Hospital shall be available to provide necessary emergency health care or first aid, within its capacity, to students participating in the Program. Any emergency health care or first aid provided by Hospital shall be billed to the student or College at Hospital's normal billing rate for private-pay patients. Except as herein provided, Hospital shall have no obligation to furnish medical or surgical care to any student.

3.10 Statement of Adequate Staffing. Hospital acknowledges that it has adequate staffing and that students participating in the Program shall not be substituted for nursing staff necessary for reasonable staffing coverage.

3.11 Authority. Hospital shall maintain at all times full authority over and responsibility for care of its patients and may intervene and/or redirect students when appropriate or necessary.

3.12 Financial Assistance. Hospital agrees to provide financial assistance to support the Program in accordance with "Hospital's Costs" as set forth in the Program Plan of Action in Attachment A hereto. In no event shall Hospital's costs exceed those set forth in Attachment A. College will bill Hospital for each year of operation of the Program in advance as specified in Attachment A hereto; unless this Agreement is otherwise terminated as described herein.

ARTICLE IV

TERM AND TERMINATION

4.1 Term. This Agreement shall commence as of the Effective Date and shall remain in full force and effect until June 30, 2022, unless otherwise terminated as provided herein.

4.2 Termination. Either party may terminate this Agreement without cause upon sixty (60) days written notice to the other party. Either party may terminate this Agreement for cause based upon a material breach by giving written notice to the other party. The notice for termination of cause shall not be effective if the breaching party cures the breach to the reasonable satisfaction of the other party within seven (7) days from receipt of notice for termination.

ARTICLE V

INDEMNIFICATION

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

ARTICLE VI

INSURANCE

6.1 District Requirements. The District shall maintain, to the extent required by California law, Worker's Compensation insurance to cover all of College's and District's employees who are participating in the Program. Further, District shall maintain auto liability insurance as required by CA law, and comprehensive general liability and professional liability insurance in minimum limits of \$1 million per occurrence and \$3 million annual aggregate covering District, College and students of the Program. Alternatively with regard to students only, District may require students to maintain, at their own expense, professional liability insurance of not less than \$1 million per occurrence and \$3,000,000 annual aggregate as well as auto insurance as required by CA law. Finally, with respect to District's insurance responsibilities hereunder, District shall advise Hospital if District elects to be self-insured for its professional or general liability, vehicle liability, Workers' Compensation, and/or property exposures through an annual appropriation from the General Fund. District shall provide Hospital with proof of the foregoing insurance prior to commencement of the Program at Hospital and upon request. District acknowledges and agrees that any students of the Program who are also employees of the Hospital are participating in the Program voluntarily and outside of the scope of their employment. Thus, Hospital is not responsible for any actions or negligence of any students of the Program while said students are fulfilling their Program obligations. Further, none of Hospital's insurance coverages shall extend to any student.

6.2 Hospital's Requirements. Hospital shall maintain in full force and effect a self-insurance program to cover its obligations and liability under this Agreement.

ARTICLE VII

GENERAL PROVISIONS

7.1 Amendments. This Agreement may be amended, but only in writing, dated and executed by the parties' authorized representatives and attached hereto. The parties agree to amend this Agreement to the extent reasonably necessary

for Hospital to comply with its tax-exempt bond obligations and covenants, to maintain its tax-exempt status, and to qualify for tax-exempt financing.

7.2 Assignment. Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.

7.3 Compliance District acknowledges that Hospital's Corporate Responsibility Program ("CRP") applies to the Program and obligations described herein and that all policies and procedures relating to this CRP are available and should be reviewed by District and students of District who are training at Hospital. Hospital acknowledges that policies, procedures and handbooks are available for review by District and District's students by contacting the Compliance Officer at the Hospital. This CRP is intended to prevent compliance violations and to promote education related to fraud, abuse, false claims including but not limited to the Deficit Reduction Act provisions, excess private benefit, and inappropriate referrals. This CRP requires, and District hereby agrees, that any regulatory compliance concerns be promptly reported either to an appropriate Hospital manager or through the Hospital's Corporate Responsibility Hotline (877-808-8133). Further, District represents and warrants that students receiving training hereunder shall not at any time have been sanctioned by a health care regulatory agency and that any investigations of District shall be promptly reported to a Hospital manager or via the hotline (as above). Failure to abide by these compliance requirements shall give Hospital the right to terminate this Agreement immediately at its sole discretion.

7.4 Entire Agreement. This Agreement contains the full and complete agreement between the parties hereto regarding the subject matter hereof and supersedes any and all previous and contemporaneous agreements whether oral or written between the parties hereto.

7.5 Jurisdiction. This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed by and under the laws of the State of California. Further, any action arising out of this Agreement shall be instituted and prosecuted only in a Court of proper jurisdiction in Orange County, California.

7.6 Non-Discrimination. Neither party shall discriminate against any student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference.

7.61 - 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.

7.7 Counterparts and Right. This Agreement may be signed in counterparts, which together shall constitute one agreement. If this Agreement is signed in counterparts, no signatory hereto shall be bound until both parties named below have duly executed, or caused to be duly executed, a counterpart of this Agreement.

7.8 Notices. Any and all notices required or permitted by this Agreement shall be deemed to have been duly given if written and mailed by United States registered or certified mail and addressed as follows:

If to Hospital:

St. Joseph Hospital of Orange
P. O. Box 5600
Orange, California 92863-5600
Attn: President & CEO

If to District:

Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706
Attn: Peter J. Hardash
Vice Chancellor, Business Operations/Fiscal Services

If to College:

Santa Ana College
1530 W. 17th Street
Santa Ana, CA 92706
Attn: Nursing Program Director

7.9 Publicity. Neither District nor Hospital shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Program without the prior written consent of the other party.

7.10 Relationship of Parties. In the performance of the obligations under this Agreement, it is mutually understood and agreed that District is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between Hospital and District an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Also, Students shall maintain the status of learners and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between Hospital and any Student.

7.11 Severability. Any term or provision of this Agreement which is invalid or unenforceable by virtue of any statute, ordinance, court order, final administrative action or otherwise, shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.

7.12 Waiver. No assent or waiver, express or implied, of any breach of any one or more of the terms of this Agreement shall be deemed to be taken to be a waiver of any other term or condition or assent to continuation of such breach.

7.13 HIPAA Compliance. District shall, and shall require that College, fully comply with all applicable regulations relating to the Health Insurance Portability and Accountability Act ("HIPAA"), as it may be amended and interpreted from time to time, in accordance with Hospital's written notification and guidance given to District, which in turn School shall notify its residents of, regarding the interpretation of such applicable regulations. Notwithstanding the foregoing, if any amendments, changes or modifications to any regulations relating to HIPAA result in any changes, such changes shall be implemented and incorporated into this Agreement by way of amendment, as provided for herein.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

Signature page to follow.

HOSPITAL

By: 
Jeremy Zach
Chief Executive Officer

DISTRICT

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

**St. Joseph Hospital On-Site Associate Degree
Nursing Program Agreement**
Effective July 1,
2020

ATTACHMENT A

**PROGRAM PLAN OF ACTION
BUDGET**

Year One

<u>Faculty</u>	<u>Hospital Costs</u>	<u>College Costs</u>
<i>Two (2) full-time faculty are necessary to implement this project; one (1) to be funded by Santa Ana College (SAC) and one (1) to be funded for the first year by St. Joseph Hospital (SJH), with ongoing costs of this position supported by SAC.</i>	\$93,988	\$93,988* *funded
<i>Faculty/Hourly (Skills Lab)</i>	\$8,127	-0-
Total	<u>\$102,115</u>	<u>\$93,988</u>

<u>Classified</u>	<u>Hospital Costs</u>	<u>College Costs</u>
<i>Senior Clerk</i>	<u>\$17,038</u>	<u>\$17,038</u>

Year Two

<u>Faculty</u>	<u>Hospital Costs</u>	<u>College Costs</u>
<i>Ongoing Faculty Costs</i>	-0-	\$194,555
<i>Faculty/Hourly (Skills Lab)</i>	\$8,433	-0-
Total	<u>\$8,433</u>	<u>\$194,555</u>

<u>Classified</u>	<u>Hospital Costs</u>	<u>College Costs</u>
<i>Senior Clerk</i>	<u>\$17,669</u>	<u>\$17,669</u>

TOTAL COST OVER TWO YEARS

St. Joseph Hospital \$145,255

Santa Ana College \$323,250

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To:	Board of Trustees	Date: July 13, 2020
Re:	Approval of Sub-Agreement between RSCCD and Coronado Unified School District selected to host the Strong Workforce Program K12 Pathway Coordinator	
Action:	Request for Approval	

BACKGROUND

RSCCD was selected to serve as the Fiscal Agent for 2019/20 career technical education funding from the California Community Colleges Chancellor's Office, Workforce and Economic Development Division that supports the continuation of the Strong Workforce Program K12 Pathway Coordinators. At the direction of the Chancellor's Office, RSCCD will 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

The Chancellor's Office has allocated funds to year 2 funding of K12 Pathway Coordinators as part of the infrastructure to support the K12 Strong Workforce Program. In year 1 (2018/19), the Regional Consortia were tasked with facilitating the selection of Local Educational Agencies (LEAs) to serve as hosts for K12 Pathway Coordinators. In order for the LEAs to receive year 2 (2019/20) funds RSCCD, the Fiscal Agent, developed sub-agreements with the hosts that were approved by the Board on May 11, 2020.

The Chancellor's Office has notified RSCCD that Sweetwater Union High School District can no longer host the Pathway Coordinator due to its district's budget concerns. The new host approved by the Chancellor's Office is Coronado Unified School District (USD) and it will serve the Southwestern Community College District service area in the San Diego/Imperial region. RSCCD has developed a sub-agreement (#DO-19-2563-66) with Coronado USD at \$125,000 with a performance period of 7/1/2020 – 12/31/2021. This represents a change of host and all terms and conditions remain unchanged. There is no fiscal impact.

Project Director: Sarah Santoyo **Project Administrator:** Enrique Perez

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:	none	Board Date: July 13, 2020
Prepared by:	Maria N. Gil, Senior Resource Development Coordinator	
Submitted by:	Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
CORONADO UNIFIED SCHOOL DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 13th day of July, 2020, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **Coronado Unified School District** (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 career technical education funding that supports the establishment of the Strong Workforce Program K12 Pathway Coordinators (hereinafter “Grant”) from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division (hereinafter “PRIME SPONSOR”). At the direction of the PRIME SPONSOR, RSCCD will 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.

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 the **Strong Workforce Program K12 Pathway Coordinator** serving the **Southwestern Community College District** in the **San Diego/Imperial Region**, and 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, 2020, through December 31, 2021.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$125,000.00.

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 70% and a final payment of 30%. 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 to RSCCD via e-mail to Sarah Santoyo (Santoyo_Sarah@rsccd.edu) and Maria Gil (Gil_Maria@rsccd.edu). The subject line of the e-mail should be written as follows: "Invoice Enclosed – LEA Acronym/SWP K12 Pathway Coordinator/Sub-Agreement #"

Refer to the invoice form and instructions (*Exhibit B*) for the process to submit the invoice. NOTE: An electronic version of the invoice form and instructions will be provided to the SUBCONTRACTOR.

6. Reporting

SUBCONTRACTOR will provide reports as requested or required by the PRIME SPONSOR, in a timely manner.

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. Program Design Requirements

PRIME SPONSOR may request SUBCONTRACTOR to follow grant-specific processes and procedures, complete forms or toolkits, or comply with related directions pertaining to program design, to ensure that projects meet the funding requirements and PRIME SPONSOR's expectations and standards. Technical assistance, training and support services will be provided to assist SUBCONTRACTOR with responding to these requests.

9. 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.

10. Time Extensions

SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

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, Assistant Vice Chancellor, Educational Services
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: Dr. Megan Battle
Title: Director of Learning
Address: 201 Sixth Street
City, State Zip: Coronado, CA 92118
Phone No.: (619)522-8900
E-mail: mbattle@coronadousd.net

Fiscal Contact:

Name: Donnie Salamanca, CPA
Title: Assistant Superintendent
Address: 201 Sixth Street
City, State Zip: Coronado, CA 92118
Phone No.: (619)522-8900 ext. 1016
E-mail: dsalamanca@coronadousd.net

19. 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.

20. 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 (*Exhibit E* - Articles I, Rev. 09/18 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: Coronado Unified
School District

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: July 13, 2020

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

- Exhibit A: Scope of Work (approved by Chancellor's Office)
- Exhibit B: Invoice Form and Instructions
- Exhibit C: Guidance Memorandum from the Chancellor's Office
- Exhibit D: Guidance on Sub-agreement for Year 1 K12 Workforce Pathways Coordinator and Important Updates Letter from RSCCD (04-01-2020)
- Exhibit E: Articles I, Rev. 09/18 and Article II, Rev. 05/14

(NOTE: Exhibit E is included as a general reference on the allowable and appropriate use of funds. Many of the specific terms in the Articles (e.g., payment, invoicing) pertain solely to the Fiscal Agent and do not apply to the SUBCONTRACTOR.)

Exhibit A

APPLICATION TO HOST K12 PATHWAY COORDINATOR

The deadline to complete the application for the K12 Pathway Coordinator by **January 27, 2020**. We are asking for a notice of intent to apply by **January 13** so that we can determine if additional applicants need to be recruited. A notice of intent to apply is not required.

Please submit the notice of intent and the application to Sue Fisher, sue.fisher@gcccd.edu. For questions on the positions or application process, please contact Sally Cox, sally.cox@gcccd.edu or 619 644-7684.

NOTE: The San Diego/Imperial Regional Consortium Selection Committee Review Team will rank this application according to how well applicants demonstrate a commitment to serving the community college district and region, the level of grant management experience, nimble/flexible fiscal processes, the ability to manage and support the position, and the ability to fill the positions relatively quickly.

LEA	Coronado Unified School District (CUSD)
Community College District served	Southwestern Community College
Primary Contact	Dr. Megan Battle
Title	Director of Learning
Email	mbattle@coronadousd.net
Phone	(619)522-8900

Please provide brief answers to the following questions:

1. How will you ensure that the K12 Pathway Coordinator is able to serve your community college district service area **including all middle and high school affiliates**? Include information such as:

- a. How would you determine and support your service area's focus?

As a Unified School District, CUSD understands the importance of intentional and well-articulated pathways to support students from cradle to career. We have seen, first-hand, the "return on instruction" for our students when we are able to introduce students to various subject areas and intentionally provide opportunities for them to explore and deepen their knowledge in areas of interest. CUSD believes in seeking out shareholder input throughout the development of Personalized Education Plans (PEP), and we believe this model would serve us similarly well by seeking input from partner agencies to develop our service area's focus.

- b. Describe prior or existing collaborations with K12 and college partners that would support hosting this position.

Coronado Unified School District is an active member of the South Bay Adult Education Consortium with Southwestern College and Sweetwater Union High School District; has an establishes dual enrollment program with Southwestern College; and offers Tech Prep high school courses articulated with Southwestern College to better prepare students to continue in many related post-secondary Career Education associate or applied science degree programs. Courses include Digital Photography, Electronic Music Technology, Stagecraft I, Stagecraft II, Broadcasting, Sports Medicine, and more. Coronado Unified School District has also participated in past state and county College and Career initiatives including the California Career Pathways Trust grant as a \$600,000 local round 1 recipient as well as a representative of the consortium through the San Diego County Office of Education. We have continuing relationships with our South Bay partners and have local expertise in the following industry sectors: Arts Media, and Entertainment; Building and Construction Trades; Engineering and Architecture; and Health Science and Medical Technology.

- c. If your organization is proposing to serve multiple community college districts and host multiple K12 Pathway Coordinators, provide the rationale for doing so.

Not applicable. CUSD is not proposing to serve multiple community college districts or host multiple K12 Pathway Coordinators.

- d. Describe CTEIG or K12 SWP partnerships in which your organization has played a role.

Coronado Unified School District has been allocated CTEIG funding annually since 2016, and we were awarded a K12 SWP grant to implement the pathway improvement project: Middle and High School Career Development and Pathway Improvement. We are in possession of a K12 Strong Workforce Program Participation Agreement with the Grossmont-Cuyamaca Community College District Auxiliary Organization. Our partner agencies include Southwestern College and the San Diego County Office of Education, and our collaborative partners include Surf's Up Studios, San Diego Workforce Partnership, Psyonix, The Old Globe, Irv Kass & Company, Doing What MATTERS for Jobs and the Economy, and MoraDow Consulting. We are a partner with Southwestern College to align curriculum as well as other projects for our students to deepen learning, broaden and enhance career exploration and planning, partake in work-based learning opportunities, engage with employers, and other supports.

- 2. Describe how your fiscal/grant processes and resources are prepared to support the work of the K12 Pathway Coordinator. Include information such as:

- a. What examples do you have of your organization's ability to serve as a fiscal agent for a K12 Pathway Coordinator? Include experience managing other grants.

The Coronado Unified School District is a small, but mighty organization. The Assistant Superintendent, Business Services is a hands-on leader and former school district auditor with an expert level of knowledge in State and Federal compliance requirements and over 13 years of experience in TK-12 school business and finance. The Accounting Supervisor has served in a lead capacity in CUSD for over 20 years and is often relied upon to pilot new systems and processes in partnership with the San Diego County

Office of Education (SDCOE). Lastly, this experienced and well-established team has successfully been awarded and manages multiple competitive grants including grants under the Department of Defense Education Activity (DoDEA). CUSD also has a proven track-record of serving as lead agency for State grants, specifically the Arts, Media & Entertainment Grant (AME). As a recognized leader in this industry, CUSD administers the AME grant on behalf of the California Department of Education to host the annual AME conference where like-minded education professionals across the State convene to share best practices and instructional strategies. While CUSD has a wealth of experience managing grants, we have been strategic and thoughtful in accepting additional responsibilities to ensure that staff and resources are not overwhelmed.

- b. What evidence do you have of your organization's ability to process payments, travel, conference expenses?

CUSD operates under the guidance and leadership of the San Diego County Office of Education with well-established internal controls, systems, and processes. CUSD has a history of prudent and competent fiscal management, and as a smaller organization, CUSD can process and streamline payments with ease.

- c. What office space, technology, and administrative support is available to support this position.

CUSD has vacant office space in the administrative building of the district office that houses the Information Technology department, senior management and all district support functions. The coordinator would be well-supported by this close-knit district office team.

- 2. Once selected, describe how you would manage the K12 Pathway Coordinator.

- a. Who will supervise this position?

This position would work within the Department of Learning under the guidance and supervision of Dr. Megan Battle, Director of Learning.

- b. What is the plan to monitor and evaluate the performance of this position?

The K12 Pathway Coordinator would have immediate access to supports from all levels of the organization. The benefits of having both macro and micro understanding of programmatic and organizational initiatives TK-12 cannot be understated. Management and supervision will be a team effort between Coronado High School site administration, CUSD district administration and partnership with our consortium members. CUSD is currently in the process of hiring a K12 Strong Workforce counselor which will be a collaborative team to help that state meet the K12 Pathway goals.

- c. What obligations would the K12 Pathway Coordinator have to the host institution apart from carrying out the K12 Pathway Coordinator duties?

CUSD is in the process of expanding partnerships and opportunities with Southwestern Community College. The K12 Pathway Coordinator will support coordination of best practices between the South Bay consortium members. He or she may pilot aspects in Coronado and roll out implementation after local implementation.

- d. This position is responsible for serving multiple institutions and will be situated within an evolving organizational matrix with reporting relationships to the region including the K14 TAP, the regional consortium, the SWP Selection Committee, the Chancellor's Office, the California Department of Education, Regional Directors, Guided Pathways Coordinators, and Strong Workforce Program TAPs (e.g. COEs). How will your institution take this into account in providing supervision of this position? Please describe other positions hosted by your institution with a similar external orientation.

CUSD recognizes the value of community partnerships and relies on the relationships built over the past few years. Current principal of CHS, Mr. Schmeichel has participated in many of the entities as part of his past role as Director of CTE and Adult Education. Due to our small system we are able to work with the coordinator in a direct fashion and we are able to work with him or her to quickly course-correct as the state sets new goals.

3. How will this position be filled?

- a. How you would employ the K12 Pathways Coordinator (faculty on special assignment, release time, administrator, classified staff, independent contractor, etc.)

To ensure maximum flexibility while ensuring adequate program oversight, the K12 Pathways Coordinator would be employed as an administrator under the classification of Program Specialist, an established classification within the district.

- b. Will you recruit for this position or do you already have someone identified for the position?

While CUSD is proud of its highly qualified administrators and staff, the district would widely advertise the position to both internal and external candidates. CUSD believes in hiring the most qualified individuals for all positions to best serve the needs of its shareholders and community.

- c. Describe how you would carry out the recruitment process.

CUSD has experienced tremendous success in recruiting team members on Edjoin.org. After passing the initial screening process for minimum qualifications, candidates would be subject to a series of panel interviews and reference checks to ensure they are the most qualified and best fit to serve in the position.

- d. Will there be opportunities for other stakeholders to participate in the selection process?

Yes, consortium members and subject-matter experts are welcomed to participate in the recruitment process to ensure that candidates most qualified and the best fit are selected.

- e. What is your projected timeline for filling the position?

If selected, CUSD is prepared to post the position immediately, with the goal of filling this position as soon as possible.

The annual budget is \$125,000. Describe the categories of expenditure and the amount you anticipate budgeting for each.

Expenditure Type	
1000 – Certificated Salary	\$90,000
2000 – Classified Salary	\$5,000
3000 – Employee Benefits	\$28,000
4000 – Books and Supplies	\$0
5000 – Services and other operating expenditures	\$2,000

INVOICE

Date:

Invoice 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: \$

LEA/ROP Accounting Office Contact:

LEA/ROP Program Contact:

Name:

Name:

Title:

Title:

Email:

Email:

Phone number:

Phone number:



California Community Colleges

MEMORANDUM

November 5, 2019

19-023| Via Email

TO: K-12 Local Education Agencies
California Community College Regional Consortia

FROM: Sheneui Weber, Vice Chancellor
Workforce and Economic Development Division

CC: Matthew Roberts, Ed.D., Dean of Field Operations
Workforce and Economic Development Division

Michelle McIntosh, Education Administrator
California Department of Education

CCCCO Staff
Chief Executive Officers
Chief Instructional Officers
Chief Business Officers
CTE Deans
Statewide Directors
Regional Directors, Employer Engagement
Technical Assistance Providers
ASCCC

RE: **Strong Workforce Program K12 Pathway Coordinator Timeline and Scope of Work**

The California Community Colleges Chancellor's Office (CCCCO), in partnership with the California Department of Education (CDE), is pleased to announce annual funding to implement a regional technical assistance structure to assist teachers and industry partners in implementing high-quality CTE programs. Education Code 88833 appropriates \$12,000,000 in annual career technical education funding to support the establishment of Career Technical Education Key Talent field positions to support both the CTE Incentive Grant Program and the K-12 component of the Strong Workforce Program with the

Chancellor's Office, Workforce and Economic Development

1102 Q Street, Sacramento, California 95811 | Sixth Floor | 916.445.8752
www.CaliforniaCommunityColleges.cccco.edu

Strong Workforce Program K12 Pathway Coordinator Timeline and Scope of Work November 5, 2019

positions of K14 Technical Assistance Providers and K12 Pathway Coordinators. Funding is inclusive of eight K14 Technical Assistance Providers (TAPs) (one per California Community College regional consortium) and 72 K12 Pathway Coordinators (K12 PCs) (one per California Community College district).

ROLLOUT AND IMPLEMENTATION TIMELINE FOR 2019-20 K12 PATHWAY COORDINATORS:

The proposed timeline for applications, selection, and onboarding and training of K12 Pathway Coordinators is as follows:

Table 1. Implementation timeline for K12 Pathway Coordinators.

DATE	ACTIVITY	RESPONSIBLE
November 1, 2019	Formal announcement of scope of work of K12 PCs available on line.	Chancellor’s Office
November 2019	<p>Each Regional Consortia will manage a process to recruit and select hosts for each of the K12 Pathway Coordinators. Per agreement between CCCCCO and CDE, 11 LEAs that hosted CTEIG Technical Assistance Providers are preapproved to host K12 Pathway Coordinators and to transition the previous CTEIG TAPs into the K12 Pathway Coordinator positions. Note that host organizations are limited to those listed in Education Code Section 88833(a)(2):</p> <p>(2) An individual associated with any of the following may apply to serve as a K–12 Workforce Pathway Coordinator, or any of the following may subcontract with an individual with expertise in K–12 education and workforce development to serve as a K–12 Workforce Pathway Coordinator:</p> <p>(A) School districts.</p> <p>(B) County offices of education.</p> <p>(C) Charter schools.</p> <p>(D) Regional occupational centers or programs operated by a joint powers authority or county office of education.</p>	Regional Consortia

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DATE	ACTIVITY	RESPONSIBLE
December 2019 to January 2020	Regional Consortia facilitate selected LEA hosts to contract with Rancho Santiago CCD, the fiscal agent responsible for sub-granting to host LEAs.	Statewide Fiscal Agent
December 2019 to February 2020	Selected LEA hosts recruit and select K12 Pathway Coordinators according to guidelines provided in this document and by Regional Consortia as part of their process for selecting host LEAs. LEAs notify Regional Consortia, Statewide Fiscal Agent, CCCCCO, and CDE of their selections.	Host LEAs
February - March 2020	Onboarding and Orientation for K12 PCs via a 2-day in-person training. Elements of this training will include scope of work, regional structure, programming and other knowledge to perform duties to support the program, and discuss outcome measures.	CCCCCO, CDE, K14 TAP, and Regional Consortia
Spring 2020	Continued onboarding and orientation for new K12 PCs. And ongoing reporting and convening of K12 PCs network and professional development as appropriate.	CCCCCO, CDE, K14 TAP, and Regional Consortia

REGIONAL DISTRIBUTION OF K12 PATHWAY COORDINATORS

72 Regional Distribution	Joint	CTEIG
Bay	16	1
Central/Mother Lode	6	2
Inland Empire/Desert	8	1
LA/Orange	12	3
North/Far North	9	2
San Diego/Imperial	5	1
South Central Coast	5	1
Grand Total	61	11

The distribution of K12 Pathway Coordinators per legislation is 1 per community college district. The chart shows the regional distribution. To leverage past investments in technical support for CTEIG, selected LEAs will be pre-approved to transition CTEIG TAPs into the K12 Pathway Coordinator positions. The Regional Consortia will reach out to the

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pre-approved LEAs to confirm their willingness to transition the CTEIG TAPs into this new role.

KEY OBJECTIVES

The K12 Pathway Coordinator seeks to improve the performance of the K14 CTE programs within her/his service area as measured by the CTEIG, K-12 SWP Metrics and guided by the K14 Pathway Quality Rubric. This is done through: providing direct support to, and helping to link and align the program development efforts funded by CTEIG, K-12 SWP and Community College Strong Workforce Program investments in the service area; through drawing attention to and engagement with labor market and program performance information and the region's workforce development plan; and through coordination with other regional key talent including the K-14 TAP, Regional Directors for Employer Engagement, the Centers of Excellence, Guided Pathway Regional Coordinators, and the Regional Consortium.

The following are the minimum required objectives for this job; others may be added to meet project objectives.

1. Act as a point of contact for and work with high school and community college CTE programs, Regional Directors for Employer Engagement, the Centers of Excellence and other workforce development stakeholders to effectively and efficiently engage employers and industry representatives with the intent of building and strengthening K14 pathways that respond to industry needs and facilitating industry connections with K-14 career technical education programs.
2. Provide technical assistance to inform the development and implementation of CTE curriculum. Support faculty collaboration to ensure sequential CTE courses align with regional post-secondary pathways.
3. Facilitate the use of data to identify existing pathways and gaps among K12 and community colleges and help make recommendations for furthering pathway development.
4. Inform and support the development and implementation of college and career exploration. Liaise with LEAs to ensure college and career exploration are embedded within CTE courses.
5. Support postsecondary transitions and completion. Encourage and facilitate the intersegmental work between LEAs and Community Colleges.
6. Provide technical assistance to inform the development of work-based learning opportunities.

REQUIRED ACTIVITIES

The following are the minimum required activities; others may be added to meet project objectives.

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1. Engagement with the regional consortia
 - a. Regular engagements with Regional Consortia Chair, K14 TAP, Regional Directors for Employer Engagement and other Technical Assistance Professionals associated with the work to ensure consistent reporting and accountability.
 - b. Participation in the region's annual process for developing and revising its regional plan.
2. Partnerships with local education agencies
 - a. Support connection with feeder K12 administrators, counselors, and teachers.
 - b. Work with LEAs to increase knowledge and use of labor market data supplied by the CCCCO Center of Excellence.
3. Data use
 - a. Facilitate the use of data to identify existing pathways and gaps among K12 feeder districts and help make recommendations for furthering pathway development.
 - b. Assist LEAs and community colleges with using Cal-PASS Plus to assess student's transitions from K12 to community college.
 - c. Identify and use indicators to self-assess.
 - d. Identify and use data to review K14 pathway development and implementation.
4. Dissemination of Model Pathways and Curriculum
 - a. Assist K12–community college network development by identifying, documenting, and disseminating examples of emerging, promising, and best practices for pathway development and pathway improvement initiatives.
 - b. Plan and implement training and professional development for local districts and schools.
5. College and career exploration
 - a. Participate in on/off-campus student outreach and recruitment activities related to K-14 career pathways, including pre-enrollment advising, application workshops, college presentations, campus tours, campus visit programs, outreach conferences, college fairs, and other support services.
6. Post-secondary transition and completion
 - a. Encourage high-quality implementation and expansion of early college credit.
 - b. Coordinate with local community college's Office of Outreach to support a comprehensive program of student outreach and recruitment services for prospective students from feeder K-12 school districts.
 - c. Coordinate with Student Services in advising and support services designed to facilitate course registration for concurrently enrolled high school students; collaborate with instructional divisions to develop and coordinate course offerings at area high schools.

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- d. Develop and direct programs to inform K-12 students, teachers, counselors, parents, and the public about pathway opportunities available at partnering community colleges.
7. Work-based learning
 - a. Engage local support from industry and local workforce development agencies for implementation of CTEIG and K12 Strong Workforce Program to promote relevance and value of education pathways for students' career preparation.
 - b. Coordinate industry and workforce development outreach efforts with the K14 Technical Assistance Providers, California Community College Regional Directors and State Department of Education Industry Sector Leads.
 - c. Support implementation of career exploration curriculum, such as CalCRN and *Get Focused, Stay Focused*.
8. Coordinate with Statewide, regional and local development and distribution of student outreach publications and marketing communications to prospective students, school district personnel, and community members.
9. Perform other duties as assigned.

REQUIRED PERFORMANCE OUTCOMES

The K12 Pathway Coordinators are required to develop specific performance outcomes for 2020-21 and a workplan for achieving these in consultation with the CTE IG and K12 SWP grantees within their service area and under the guidance of the K-14 TAP. The workplan and outcomes are to be shared with the service area's CTE programs and the Regional Consortium.

K12 STRONG WORKFORCE METRICS

K12 SWP Metrics that measure K-12 student-level outcomes:

- Completed 2+ CTE courses in high school in the same program of study.
- Completed 2+ CTE courses in high school in the same program of study that include early college credit, work-based learning*, or third-party certification*.
- Graduated high school.
- Enrolled in a CA Community College within one year of leaving secondary school. (Source: CALPADS & CCCC MIS)

**not currently in CALPADS*

K12 SWP Metrics that measure postsecondary student-level outcomes:

- Completed 9+ CTE units in first year of CA Community College.
- Attained a CA Community College certificate/degree or journey level status.

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- Transferred to a four-year institution after exiting CA Community College.
- Entered registered apprenticeship after participation in high school preapprenticeship program (currently exploring)

**Source: CCCCCO MIS, CSUs, UCs, National Student Clearing House, DAS, CDE*

K12 SWP Metrics that measure employment student-level outcomes:

- Employed in a job closely related to field of study after exiting CA Community College (Source: CCCCCO CTEOS)
- Median annual earnings of students after exiting CA Community College*
- Attained a living wage after exiting CA Community College*

**Source: EDD data*

The following K14 Pathway Quality Rubric (Table 2) shows examples of baseline expectations for pathway development, effective practices for targeting of activities, and leading indicators that support the objectives, activities, and most importantly the outcomes listed in this scope of work. The leading indicators are intended to be captured in expenditure and progress reports to the CCCCCO and CDE.

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Table 2. K14 Pathway Quality Rubric

Curriculum			
Baseline	Effective Practice	Leading Indicators	K12 SWP Student Outcomes :
2 sequential CTE courses aligned with 1 or more regional post-secondary pathways	2-3 or more sequential CTE courses aligned with multiple regional post-secondary pathways	Number of K14 pathways	# of students who completed 2+ CTE courses in high school in the same program of study.
K12 faculty collaboration	Collaboration within and across K12 and post-secondary faculty	Number of faculty pathway collaboration meetings and activities	# of students who completed 2+ CTE courses in high school in the same program of study that include early college credit, work-based learning*, or third-party certification*.
	1 or more contextualized academic courses;		# of students who entered registered apprenticeship after participation in high school pre apprenticeship program.
	CTE courses qualified A-G for UC/CSU eligibility		# of students who attained a CA Community College certificate/degree or journey level status.
	Includes completion of a postsecondary credential		
	Extended-day and summer pathway programming		
College and Career Exploration			
Baseline	Effective Practice	Leading Indicators	K12 SWP Student Outcomes:
College & Career Exploration within or outside a CTE Course	Dedicated College and Career Exploration Curriculum framework taught as a standalone course or as units deployed across series of courses	Number of LEA's adopting common CCE curriculum or dedicated coursework	N/A
Postsecondary Transition and Completion			
Baseline	Effective Practice	Leading Indicators	K12 SWP Student Outcomes:
Articulated or Credit by Exam Courses that offer High School student's college credit.	Dual Enrollment/other early college completion for career education and/or senior capstone course(s)	Number of articulated or Credit by Exam pathway courses offered	% (rate) of students who graduated high school.
Participation in college visits, college fairs, or other college awareness activities	Development of long-term college and career plans linked to future college education planning		

5.2 (22)

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Educational and career exploration planning prior to high school graduation	Matriculation support no later than 11 th grade (orientation, FAFSA, enrollment svcs, etc)	Number of Dual Enrollment pathway courses/other early college attainment	# of students who enrolled in a CA Community College within one year of leaving secondary school.
Support for HS counselors to incorporate career goals and CTE pathways into college counseling	Access to college counseling & other support (ed planning, remediation, acceleration, bridge prog's)	Students receiving matriculation support or access to college counselors	# of students who completed 9+ CTE units in first year of CA Community College. # of students who transferred to a four-year institution after exiting CA Community College.

Work-Based Learning/Employment

Baseline	Effective Practice	Leading Indicators	K12 SWP Student Outcomes:
Pathway offers WBL activities that support career awareness and exploration – industry speakers, industry site visits, participation in career fairs, etc	Pathway offers a full continuum of WBL activities for all pathway students such as career awareness, exploration, and preparation including job shadowing, industry interviews, employer mentors, unpaid and paid internships	Number of students participating in any WBL Number of students participating in paid or unpaid internship	# of students who are employed in a job closely related to field of study after exiting CA Community College. Median annual earnings of students after exiting CA Community College. # of students who attained a living wage after exiting CA Community College.

ADDITIONAL INFORMATION

Additional information that may be useful to LEAs drafting the K12 Pathway Coordinator job description are provided below.

The K12 Pathway Coordinator will have knowledge of:

1. Career exploration and labor market information.
2. California K12 data collection systems and practices.
3. Personnel and budget management principles, procedures, and strategies.
4. Principles and methods of program planning, including program review and the development and evaluation of student learning, service area, or program learning outcomes.
5. Public relations, group presentations, and effective communication in a diverse environment.
6. Student advisement, public speaking, workshop development, and group facilitation principles and practices.
7. K12 and Community college Career Technical Education programs.
8. Principles and practices of project management.

The K12 Pathway Coordinator will have the ability to:

1. Conduct meetings, facilitate groups and workshops.
2. Develop and administer a comprehensive program work plan, budget, and outcomes.
3. Establish and maintain collaborative working relationships with industry, faculty, staff, students, and the public.
4. Be sensitive and committed to meeting the needs of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of the student/community population.
5. Use computer software for word processing, spreadsheets, databases, presentations, and information sharing and communication.
6. Communicate clearly, concisely, and effectively both orally and in writing with industry, students, staff, faculty, outside agencies, and the public.
7. Travel to off-campus functions and transport presentation materials and equipment.
8. Organize and conduct special events in conjunction with other college departments and programs.
9. Attend instructional and student services meetings, as well as local, regional or State Career Pathway and Dual Enrollment meetings, as needed.
10. Represent K12 Strong Workforce Pathways at relevant state and federal conferences and industry events.

Education and experience

1. Bachelor's degree from an accredited college or university and three full years of full-time K-12 school district, county office of education, college, or university work experience in a lead position. Demonstrated sensitivity to and understanding of the diverse cultures of high school and community college students.

Desired experience

1. K-14 advising, career pathway and/or grant experience.
2. Experience working with special populations students.

If you have questions about K12 Strong Workforce Program, please contact Alejandro Sandoval at asandoval@cccoco.edu.

Exhibit D

Building the future through quality education



2323 North Broadway • Santa Ana, CA 92706 -1640 • (714) 480-7300 • www.rscgd.edu

Santa Ana College • Santiago Canyon College

DATE: April 1, 2020
TO: LEA Host Institution for the K12 Workforce Pathways Coordinator
FROM: Sarah Santoyo, Fiscal Agent for the K14 TAPs/K12 Coordinators
Re: Enclosed sub-agreement for Year 1 – K12 Workforce Pathways Coordinator and Important Updates

Dear K12 Workforce Pathways Coordinator Host:

This cover letter is to share important updates to the K12 Workforce Pathways Coordinator grants and to provide instructions for processing the enclosed Year 1 K12 Coordinator sub-agreement with your institution.

Important Updates

YEAR 1 – K12 Workforce Pathways Coordinator grants

Due to the delay in starting the Year 1 grants and since extensions will not be approved, the Chancellor's Office has determined that the Year 1 awards will be adjusted from \$125,000 to \$100,000 to reflect the shorter timeline.

Year 1 performance period: 3/1/2020 – 12/31/2020.

Action Item 1:

The enclosed Year 1 sub-agreement reflects the original amount of \$125,000. To avoid delays in getting the funding to the host institution, we request that you submit the enclosed sub-agreement for your institution's approval process.

The host institution can submit invoices for the advanced payment based on this original sub-agreement. It will not need to wait until the amendment is processed in order to request the advance payment.

Action Item 2:

The fiscal agent will create amendments to the Year 1 sub-agreements to reduce the total cost from \$125,000 to \$100,000. We plan to have those amendments for our board meeting in April, but we will have them processed no later than May 2020.

The host institution will receive the amendment (1-2 pages) that will indicate the change in the total cost, obtain approval signatures, and return it to the fiscal agent to adjust the purchase order accordingly.

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

YEAR 2 – K12 Workforce Pathways Coordinator grants

Year 2 grant awards for \$125,000, with a performance period of 7/1/20 – 12/31/21, will be developed and presented to the fiscal agent's board by May 2020.

Ideally, we would like to send the host institutions the Year 1 amendment and the Year 2 sub-agreement at the same time. We understand that it will help hosts with hiring processes if they have received grant agreements for Year 1 at \$100,000 and Year 2 at \$125,000 as soon as possible.

We will strive to have Year 2 sub-agreements approved in April 2020, but may be constrained due to approval processes that are delayed due to the COVID-19 impact. If not in April, Year 2 – K12 Coordinator sub-agreements will be processed before the start of the new fiscal year.

Instructions to host institutions for processing the enclosed Year 1 sub-agreement

Contract documents checklist:

- Copy of the sub-agreement for countersignature by host institution
- Exhibit A – Host college application (scope of work)
- Exhibit B – Invoice Form and Instructions
- Exhibit C – Guidance Memorandum from the Chancellor's Office
- Exhibit D – Articles I and II Legal Terms and Conditions

To execute this sub-agreement in order to distribute the funds, please do the following:

- 1) Enter/review the information for the primary contact and fiscal contact (page 5).
- 2) Enter the host institution's EIN (page 6).
- 3) Print and submit the sub-agreement for authorized signature of approval by your host institution.
- 4) By May 8, 2020, scan and return a copy of the fully executed sub-agreement to Sarah Santoyo, Santoyo_Sarah@rscdd.edu, and cc Maria Gil, Gil_Maria@rscdd.edu. The fiscal agent does not require an original signed copy.
- 5) By May 29, 2020, submit an invoice for the 70% advance payment. Please work with your fiscal/accounting office to generate an invoice for an advance payment of \$87,500. Instructions for completing the invoice template are listed in exhibit B.

For questions pertaining to sub-agreement and invoice processing, please contact Maria Gil at (714) 480-7464, Gil_Maria@rscdd.edu.

For all other questions pertaining to this notice, please contact me using the information provided below.

Respectfully,



Fiscal Agent – K14 TAPs/K12 Coordinators

(714) 480-7466, Santoyo_Sarah@rscdd.edu

cc: Sandra Sanchez, Alejandro Sandoval, Lyla Eddington, Regional Consortia, K14 TAPs

Exhibit E

Chancellor's Office, California Community Colleges

GRANT AGREEMENT

ARTICLE I

**K-12 Pathway Coordinators and K-14 Technical Assistance Providers
Program-Specific Legal Terms and Conditions
September 2018**

ARTICLE II

Standard Legal Terms and Conditions
(Revision 5/15/14)

To access a copy of the articles, please [click here](#).

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To:	Board of Trustees	Date: July 13, 2020
Re:	Approval of Correction to Sub-Agreement between RSCCD and Foundation for Grossmont and Cuyamaca Colleges to award the Strong Workforce Program K14 Technical Assistance Provider Grant	
Action:	Request for Approval	

BACKGROUND

RSCCD was selected to serve as the Fiscal Agent for the K12 Strong Workforce Program Initiative (#19-205-011), funded by the California Community Colleges, 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 support the initiative. This is a renewal of the grant for a second year of funding.

ANALYSIS

The Chancellor’s Office has allocated funds to renew the K14 Pathway Technical Assistance Providers (TAPs) serving eight statewide regions as part of the infrastructure to support the K12 Strong Workforce Program. Each host will receive \$180,000 with a performance period of 7/1/2020 – 12/31/2021. In order for the K14 TAPs to receive funds RSCCD, the Fiscal Agent, developed sub-agreements with the hosts that were approved by the Board on May 11, 2020.

The San Diego/Imperial region K14 TAP host has notified RSCCD that the organization’s name has officially changed from Grossmont-Cuyamaca CCD Auxiliary Organization to the Foundation for Grossmont and Cuyamaca Colleges. RSCCD has updated the sub-agreement (#DO-19-2563-62) to reflect this change. This represents a change to the host’s legal name and all terms and conditions of the original sub-agreement remain unchanged. There is no fiscal impact.

Project Director: Sarah Santoyo

Project Administrator: Enrique Perez

RECOMMENDATION

It is recommended that the Board approve the correction to 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:	none	Board Date: July 13, 2020
Prepared by:	Maria N. Gil, Senior Resource Development Coordinator	
Submitted by:	Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
FOUNDATION FOR GROSSMONT AND CUYAMACA COLLEGES**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 13th day of July, 2020, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **Foundation for Grossmont and Cuyamaca Colleges** (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 Strong Workforce Program K-12 Pathway Coordinators and K-14 Technical Assistance Providers, Prime Award #19-205-011 (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 **host the K14 Technical Assistance Provider for the San Diego/Imperial Region** and 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 implement 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 and to perform the 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, 2020, through December 31, 2021.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$180,000.00.

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

SUBCONTRACTOR will submit an invoice for an advance payment of 80%, and a final invoice for payment of the remaining 20%. Payment is contingent upon successful performance of the work, as approved by the Chancellor's Office. Payment will not exceed the amount listed above under Article I.3. "Total Costs".

SUBCONTRACTOR must submit invoices for payment to RSCCD via e-mail to Sarah Santoyo (Santoyo_Sarah@rsccd.edu) and Maria Gil (Gil_Maria@rsccd.edu).

The subject line of the e-mail should be written as follows: Invoice_K14TAP_SanDiego.

6. Reporting

SUBCONTRACTOR will provide reports as requested or required by the PRIME SPONSOR, in a timely manner. Guidance on the reporting process and requirement will be provided to the SUBCONTRACTOR by RSCCD.

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. Program Design Requirements

PRIME SPONSOR may request SUBCONTRACTOR to follow grant-specific processes and procedures, complete forms or toolkits, or comply with related directions pertaining to program design, to ensure that projects meet the funding requirements and PRIME SPONSOR's expectations and standards. Technical assistance, training and support services will be provided to assist SUBCONTRACTOR with responding to these requests.

9. Modifications

Substantial changes to the program components and service levels detailed in the Scope of Work must be submitted for prior approval to the PRIME SPONSOR and/or RSCCD.

10. Time Extensions

SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

11. 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.

12. 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 subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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 noncriminal 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.

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, Assistant Vice Chancellor, Educational Services
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, Suite 404-1
Santa Ana, CA 92706
(714) 480-7340; Hardash_Peter@rsccd.edu

SUBCONTRACTOR:

Primary Contact:

Leslie Wisdom
K-14 Technical Assistance Provider
San Diego Imperial Regional Consortium
8800 Grossmont College Drive
El Cajon, CA 92020
(619) 644-7354; Leslie.Wisdom@gcccd.edu

Fiscal Representative:

Sally Cox, Executive Director
Foundation for Grossmont and Cuyamaca Colleges
8800 Grossmont College Drive
El Cajon, CA 92020
(619) 644-7684; Sally.Cox@gcccd.edu

19. 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.

20. 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. 09/18 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: FOUNDATION
FOR GROSSMONT AND CUYAMACA
COLLEGES

By: _____
Name: Peter J. Hardash

By: _____
Name: _____

Title: Vice Chancellor
Business Operations/Fiscal Services

Title: _____

Date: _____
Board Approval Date: July 13, 2020

Date: _____

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work (approved by Chancellor's Office)

Exhibit B: Guidance Memo from the Chancellor's Office (from FY 2019/20)

Exhibit C: 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.)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: July 13, 2020
Re:	Adoption of Resolution No. 20-11 – California Department of Education for the California State Preschool Program (Contract #CSPP-0363)	
Action:	Request for Adoption	

BACKGROUND

Rancho Santiago Community College District received funding from the California Department of Education to provide preschool program services during the performance period of July 1, 2020, through June 30, 2021, in accordance with the funding terms and conditions of Contract No. CSPP-0363.

ANALYSIS

As part of the acceptance process, the California Department of Education 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 Contract No. CSPP-0363.

The project director is Janneth Linnell, Executive Director of Child Development Services and the project administrator is Enrique Perez, Vice Chancellor of Educational Services.

RECOMMENDATION

It is recommended that the Board adopt the resolution with the California Department of Education and that the Chancellor or his designees be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact:	none	Board Date: July 13, 2020
Item Prepared by:	Huong Nguyen, Resource Development Coordinator	
Item Submitted by:	Enrique Perez, J.D., Vice Chancellor of Educational Services	
Item 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 contract agreement** with the California Department of Education for the purpose of providing preschool program services in the Child Development Centers **and to authorize the designated personnel to sign related contract and amendment documents for the Fiscal Year 2020/2021.**

RESOLUTION NO. 20-11

BE IT RESOLVED that the Board of Trustees of the Rancho Santiago Community College District authorizes entering into and executing the contract agreement number **CSPP-0363** with the California Department of Education and authorizes the person(s) listed below to sign the contract 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 13th day of July 2020, by the Board of Trustees of the Rancho Santiago Community College District of Orange County, California.

I, Arianna P. Barrios, 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 13, 2020
Re:	Adoption of Resolution No. 20-12 – California Department of Education for the General Child Care and Development Program (Contract #CCTR-0164)	
Action:	Request for Adoption	

BACKGROUND

Rancho Santiago Community College District received funding from the California Department of Education to provide preschool program services during the performance period of July 1, 2020, through June 30, 2021, in accordance with the funding terms and conditions of Contract No. CCTR-0164.

ANALYSIS

As part of the acceptance process, the California Department of Education 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 Contract No. CCTR-0164.

The project director is Janneth Linnell, Executive Director of Child Development Services and the project administrator is Enrique Perez, Vice Chancellor of Educational Services.

RECOMMENDATION

It is recommended that the Board adopt the resolution with the California Department of Education and that the Chancellor or his designees be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact:	none	Board Date: July 13, 2020
Item Prepared by:	Huong Nguyen, Resource Development Coordinator	
Item Submitted by:	Enrique Perez, J.D., Vice Chancellor of Educational Services	
Item 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 contract agreement** with the California Department of Education for the purpose of providing general child care and development services in the Child Development Centers **and to authorize the designated personnel to sign related contract and amendment documents for the Fiscal Year 2020/2021.**

RESOLUTION NO. 20-12

BE IT RESOLVED that the Board of Trustees of the Rancho Santiago Community College District authorizes entering into and executing the contract agreement number **CCTR-0164** with the California Department of Education and authorizes the person(s) listed below to sign the contract 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 13th day of July 2020, by the Board of Trustees of the Rancho Santiago Community College District of Orange County, California.

I, Arianna P. Barrios, 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 13, 2020
Re: Approval of Sub-Agreement between RSCCD and El Camino Community College District to provide training funded by the California Employment Training Panel (ETP)	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District has established the Institute for Workforce Development (IWD) to meet the training and educational needs of business and industry. IWD leverages resources to maximize highly customized, cost-effective business and technical training to fit objectives and budget of businesses it serves. One of those resources is the Employment Training Panel (ETP) funds made available under this agreement with El Camino Community College District who holds a direct contract with Employment Training Panel (ETP).

ANALYSIS

IWD is requesting approval of this sub-agreement between RSCCD and El Camino Community College District to provide training funded by the California Employment Training Panel (ETP). Employment training panel is a state fund that can be leveraged to pay for incumbent employee training at qualified business. IWD identifies the business and their training needs, determines their eligibility for Employment Training Panel (ETP) funds, provides the training and invoicing, and is paid by El Camino Community College District under their agreement with the Employment Training Panel (ETP).

Terms of the sub-agreement are from July 14, 2020 to November 14, 2021 with a projected revenue of \$30,000.

Project Director: Leila Mozaffari

Project Administrator: Enrique Perez

RECOMMENDATION

It is recommended that the Board approve this sub-agreement 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: \$30,000	Board Date: July 13, 2020
Prepared by: Leila Mozaffari, Executive Director, Institute for Workforce Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Marvin Martinez, Chancellor	

CONTRACT SERVICES AGREEMENT

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into this **July 14, 2020**, by and between El Camino Community College District (herein "DISTRICT") and **Rancho Santiago Community College District**, (herein "CONTRACTOR").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES

CONTRACTOR agrees to provide training to companies using Employment Training Panel (ETP) funds administered by the DISTRICT. Training will be held at company sites, on-line or at CONTRACTOR's site.

2.0 ETP ADMINISTRATIVE REPORTING

The CONTRACTOR agrees to cooperate with the El Camino Community College District in carrying out training and necessary administrative activities. The CONTRACTOR designates **Leila Mozaffari, Executive Director, Institute for Workforce Development** to assist DISTRICT in completing the ETP required records, including but not limited to, managing the attendance rosters, documentation of training hours, and support certification of retention and employee/training wage information.

3.0 COMPENSATION

The DISTRICT will pay CONTRACTOR according to the following schedule:

Reimbursement rates are established by the Employment Training Panel (ETP) per contract.
➤ Jobs 1 & 3: \$17.22 per student contact hour for Small and Large Priority Employers
➤ Job 2: \$14.97 per student contact hour for Large Non-Priority Employers

Only courses listed in Exhibit A will be approved for compensation by the District and all courses must be pre-approved by the DISTRICT prior to their offering. The contract amount for this agreement will be **up to \$30,000.00 dollars**. This contract cap amount may be increased through a separate contract amendment.

4.0 PAYMENT

The CONTRACTOR must submit all required class roster sign-in sheets, utilizing approved forms, to DISTRICT prior to invoicing. CONTRACTOR will invoice the DISTRICT for services satisfactorily rendered pursuant to this Agreement. The DISTRICT shall issue payment to CONTRACTOR within thirty (30) days after receipt of invoice from CONTRACTOR.

5.0 TERM

The term of this AGREEMENT will be from **July 14, 2020, to November 14, 2021**.

All training must conclude by August 13, 2021 in order to comply with the Employment Training Panel's (ETP) 90-day retention period.

Either party may terminate this Agreement any time, with or without cause, upon sixty (60) days written notice to the other party. Upon receipt of the notice of termination, CONTRACTOR shall immediately cease all work or services hereunder. In the event of termination, CONTRACTOR shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination, and the DISTRICT shall be entitled to reimbursement for any compensation paid in excess of the service rendered.

6.0 INDEMNIFICATION

The DISTRICT shall defend, indemnify and hold harmless CONTRACTOR, its officers, employees and agents from and against all losses and expenses (including costs of reasonable attorneys' fees) by reason of liability imposed by laws upon CONTRACTOR for damages because of bodily injury, personal injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this Agreement, provided such injuries to persons or damage to property are not due to the negligent acts or omissions of CONTRACTOR, its officers, employees, agents or any other person or persons under the CONTRACTOR'S direct supervision and control; or of its subcontractors or anyone directly or indirectly employed by either of them.

CONTRACTOR shall defend, indemnify and hold harmless the DISTRICT, its officers, employees and agents from and against all losses and expenses (including costs of reasonable attorneys' fees) by reason of liability imposed by laws upon the DISTRICT for damages because of bodily injury, personal injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this Agreement, provided such injuries to persons or damage to property are not due to the negligent acts or omissions of the DISTRICT, its officers, employees, agents or any other person or persons under the DISTRICT'S direct supervision and control; or of its subcontractors or anyone directly or indirectly employed by either of them.

7.0 ASSIGNMENT

The District shall not assign this Agreement or the consideration payable under this Agreement without the written consent of the Contractor.

8.0 WRITTEN NOTICE

All notices required or permitted to be given by this Agreement shall be deemed given when personally delivered to the recipient thereof or two (2) days after it has been mailed by certified mail, return receipt requested, postage prepaid, and addressed to the parties.

9.0 AMENDMENT/MODIFICATION

No amendment to this Agreement shall be effective unless it is approved in writing and signed by all parties in the same manner as this Agreement.

10.0 ENTIRE AGREEMENT

This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions.

11.0 EMPLOYMENT TRAINING PANEL SUBAGREEMENTS AND THIRD-PARTY AGREEMENTS (SUBCONTRACTS)

As stipulated in items 5.3 and 5.4 of the ETP ET20-0171 Agreement, the following information is provided to comply with these requirements.

Company Name: Rancho Santiago Community College District
Address: 2323 N. Broadway, Suite 404
City, State, Zip Code: Santa Ana, CA 92706
Contact Person: Leila Mozaffari
Title: Executive Director, Institute for Workforce Development
Phone Number: 714-480-7456
E-mail address: mozaffari_leila@rsccd.edu
DUNS #:
Type of Service: Training
Amount of Service(s): up to \$30,000.00 dollars
Term of Agreement: July 14, 2020 to November 14, 2021
ETP Agreement Reference: El Camino Community College District (CACT) Agreement ET20-0171

CONTRACTOR agrees to follow all terms set forth by the Employment Training Panel (ETP) in Exhibit B (referenced to Exhibit C - Third-Party Agreement (Subcontracts) in El Camino Community College District’s ET20-0171 Agreement with the ETP.

12.0 DEBARMENT & SUSPENSION:

In accordance with Executive Orders 12549 & 12689, Contractor certified by entering into this transaction, that neither it nor its principal(s) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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

DISTRICT:

**El Camino Community College District
16007 Crenshaw Boulevard
Torrance, CA 90506**

CONTRACTOR:

**Rancho Santiago Community College District
2323 N. Broadway, Suite 404
Santa Ana, CA 92706**

Michael O. Pascual, Director
Purchasing and Risk Management

Peter J. Hardash
Vice Chancellor
Business Operations and Fiscal Services

Date: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: July 13, 2020
Re: Approval of Amendment to Agreement with Salytics	
Action: Request for Approval	

BACKGROUND

On July 15, 2019 the Board of Trustees approved an agreement with Salytics for Strong Workforce Program—Regional Funds Initiative. This is an amendment to an existing agreement for a “Term” extension.

The Los Angeles / Orange County Regional Consortium requests an extension of the agreement’s term due the impact of COVID-19, closure of the Los Angeles and Orange counties community college campuses, and gaining needed access to campus stakeholders for data mining and collection.

ANALYSIS

The amendment to this agreement is extending the “Term” from June 30, 2020 to June 30, 2021. A total of \$39,000 was paid to the contractor upon execution of the first agreement and there is a current balance of \$39,000.

The project director is Dr. Adriene “Alex” Davis, Assistant Vice Chancellor of Economic and Workforce Development and the project administrator is Enrique Perez, Vice Chancellor of Educational Services.

RECOMMENDATION

It is recommended that the Board approve the amendment to the 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: None	Board Date: July 13, 2020
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, RSCCD	

**FIRST AMENDMENT TO AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND SALYTICS**

This First Amendment to Agreement is dated effective as of the later of July 14, 2020 or the date fully executed by both parties ("Effective Date") and is entered into by and 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 Salytics.; a partnership having its principal business address located at 103 N Bonnie Avenue, Pasadena, CA 91106 (hereinafter called "Contractor").

District and Contractor entered into a certain Agreement dated effective July 16, 2019 (the "Agreement").


District and Contractor now desire to amend the terms of the Agreement as more particularly set forth below:

1. Section 2 "Term" of the Agreement is hereby amended by extending the Term of the Agreement from June 30, 2020 to June 30, 2021. The new agreement "Term" should reflect July 16, 2019-June 30, 2021.
2. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.
3. This Amendment embodies the entire agreement between District and Contractor with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.
4. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.

IN WITNESS WHEREOF, District and Contractor have executed and delivered this Amendment effective as of the Effective Date.

IN WITNESS WHEREOF, Parties hereby agree.

CONTRACTOR

BY: 
Signature of Authorized Person
Print Name: Lori Sanchez
Print Title: Principal
Date: 10-28-20

Rancho Santiago Community College District

BY: _____
Signature
Print Name: Peter J. Hardash
Title: Vice Chancellor of Business Operations & Fiscal Services
Date: _____

Pre-Approval:

By: _____
Enrique Perez,
Vice Chancellor of Educational Services
Date: _____

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ACTION</u>
5.7	<u>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)</u> The board adopted 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.	<u>Approved</u>
5.8	<u>Approval of Extension of Lease Agreement between RSCCD and Los Angeles Area Chamber of Commerce for Strong Workforce Program</u> The board approved the lease agreement extension 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.	<u>Approved</u>
5.9	<u>Approval of Event Sale Agreement between RSCCD and Hyatt Regency Huntington Beach</u> The board approved the sales 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.	<u>Approved</u>
5.10	<u>Approval of Professional Service Agreement between RSCCD and MiraCosta College for Strong Workforce Program – Regional Funds Initiative (DO #18-2225-37)</u> The board approved the service 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.	<u>Approved</u>
5.11	<u>Approval of Professional Service Agreement between RSCCD and Salytics for Strong Workforce Program – Regional Funds Initiative (DO #18-2225-37)</u> The board approved the service 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.	<u>Approved</u>
5.12	<u>Approval of Auxiliary Organizations in Good Standing – Administrative Regulations/Board Policy 3600</u> The board approved the following auxiliary organizations in good standing as presented: <ul style="list-style-type: none">• 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	<u>Approved</u>
5.13	<u>Approval of Authorization of Signatures</u> The board approved the revised list of authorized signatures.	<u>Approved</u>

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: July 15, 2019
Re: Approval of Professional Service-Agreement between RSCCD and Salytics for the Strong Workforce Program - Regional Funds Initiative	
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	

PR# 65511



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: 7/17/19

CONTRACTOR

BY: 
Signature of Authorized Person

Print Name: Loni Sanchez

Print Title: CEO

Date: 7/23/19

Board Approved: July 15, 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.

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



Strong WorkForce

LAOCRC is supported by the CA Community College Chancellor's Office and Strong Workforce Program grant.
 2323 N. Broadway, Santa Ana, CA 92706
 714-564-5574
laocrc@rsccd.edu
www.laocrc.org

Los Angeles Orange County Regional Consortium

<p>Create and execute a plan for communication of project deliverables</p>	<p>Work with executive director and regional consortium chairs to outline a plan for the communication and delivery of final project deliverables</p>	<p>A communication and delivery plan is defined and accepted by regional consortium leadership</p>
<p>Manage the production and distribution of a regional economic impact report</p>	<p>Work with Emsi and the Centers of Excellence to produce an economic impact analysis of the Los Angeles community college career education programs</p>	<p>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</p>
<p>Develop a plan and model for data validation of regional investments</p>	<p>Assess factors that contribute to positive growth of strong workforce metrics (enrollment, completion, labor market demand, etc)</p>	<p>Provide information on return on investment, opportunities for continuous improvement, impact on enrollment, completion and employment metrics</p>



Strong WorkForce

LAOCRC is supported by the CA Community College Chancellor's Office and Strong Workforce Program grant.
2323 N. Broadway, Santa Ana, CA 92706
714-564-5574

5.7 (16)

laocrc@rsccd.edu
www.laocrc.org

Exhibit A: Budget Detail: \$78,000.00

Category	Amount	Budget Justification
Salary	\$78,000.00	\$78,000.00 is allocated to salary.



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

Approve:



Dr. Adriene "Alex" Davis,
 Asst. Vice Chancellor of EWD



Date



Strong WorkForce

LAOCRC is supported by the CA Community College Chancellor's Office and Strong Workforce Program grant.
 2323 N. Broadway, Santa Ana, CA 92706
 714-564-5574

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: July 13, 2020
Re: Approval of Professional Services Agreement with Telos Educational Services	
Action: Request for Approval	

BACKGROUND

Through the Strong Workforce Program Trailer Bill the state allocated funds to the 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 regional.

The Los Angeles / Orange County Regional Consortium would like to contract Telos Educational Services to execute a research project analyzing the impact of COVID-19 and transitioning Career Programs and Laboratories into the remote and online environment. The LAOCRC Governance Council commission a subcommittee of CEOs to begin developing a scope of work for the “Hard to Convert” Career Education programs to research and leverage existing technologies and innovative virtual and simulated platforms to understand how they are being implemented state wide at other districts/colleges.

ANALYSIS

The CEO Subcommittee interviewed several prospects and approved Strong Workforce Program funds being used to contract with Telos Educational Services to execute the “Hard to Convert CTE Laboratory Program Research Project” from July 14, 2020 to August 30, 2020. The total funded amount is \$21,685.00 as stipulated on the agreement and Scope of Work.

The project director is Dr. Adriene “Alex” Davis, Assistant Vice Chancellor of Economic and Workforce Development and the project administrator is Enrique Perez, Vice Chancellor of Educational Services.

RECOMMENDATION

It is recommended that the Board approve the services 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: \$21,685.00	Board Date: July 13, 2020
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, 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 Los Angeles / Orange County Regional Consortium and Telos Educational Services, having its principal business address located at 12672 Limonite Avenue, Ste. 3E #269, Eastvale, CA 92880, 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 14, 2020, whichever is later, and shall continue in full force and effect thereafter until and including August 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 twenty-one thousand six hundred and eightyfive Dollars (\$21,685.00) ("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, Vice Chancellor, Business Operations/Fiscal Services
2323 N. Broadway
Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)
LA / OC Regional Consortium/ Dr. Adriene "Alex" Davis
Assistant Vice Chancellor of Economic Workforce Development
2323 N Broadway, Room #328
Santa Ana, CA 92706

Contractor: Kevin J Fleming
12672 Limonite Ave, STE 3E #269
Eastvale, CA 92880

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, Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: __ Kevin J. Fleming

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.

See attached Scope of Work & Payment Schedule

TELΩS Educational Services

Fulfill your Potential

ESTIMATE

July 2, 2020

To:

Dr. Alex Davis

LA/OC RC

RSCCD

SERVICE DESCRIPTION

In response to the Los Angeles Orange County Regional Consortiums Scope of Work entitled "Hard to Convert CTE Laboratory Program Research Project," the following work shall be performed by August 6, 2020.

PROJECT EXECUTION	BUDGET
Task: Compile list of hard to convert laboratory programs	
1. Review identified programs with CEO workgroup and Alex	\$185
Task: Research places/organizations currently using innovative techniques for hard to convert CTE laboratory programs	
1. Conduct literature review for effective, successful practices in other regions/systems/states	\$3,250
2. Review industry-specific and association publications	\$475
3. Review (ACTE, CTEonline, etc.) webinars on COVID responses to converting CTE online	\$740
4. Review and cull existing online CTE resources (Vision Resource Center, Center for Digital Education, AdvanceCTE, etc.)	\$550
5. Cull available vendors for online CTE programs simulations/platforms	\$995
6. Rank/prioritize available vendors for online CTE programs simulations/platforms	\$220
7. Write a summary of each effectively utilized resource/platform/simulation	\$1,650
8. Write Guiding Principles for LA/OCRC future adoption	\$185
Task: Subject Matter Experts (SME) Interviews: Speak with experts and/or partners to gain an understanding of existing available resources	
1. Develop SME interview list	\$475
2. Contact and schedule Interviews	\$380
3. Create Interview protocols and questions based on identified LA/OCRC "hard to convert" programs	\$185
4. Conduct 20+ SME Interviews	\$3,700
5. Compile SME notes and topline findings	\$2,000
6. Identify common themes	\$185

EXHIBIT A - 2 of 4

Task: Research and explore various resources and/or practices employed by online colleges for online virtual and simulated platforms

- | | |
|--|-------|
| 1. Identify online colleges/districts with online CTE program offerings | \$93 |
| 2. Review district offerings to identify alignment with LA/OC "hard to convert" CTE programs | \$238 |
| 3. Digital research of utilized platform, systems, or vendor | \$285 |
| 4. Contact, schedule, and conduct SME interviews for key programs/colleges (e.g. Calbright College) | \$925 |
| 5. Email communications and response analysis of online CTE programs simulations/platforms when SME Interview is nonresponsive | \$555 |
| 6. Write a summary of each effectively utilized platform/simulation from online college(s) | \$463 |

Task: Compile Data and present to CEO Work Group

- | | |
|---|---------|
| 1. Identify top 1-3 recommendations for adoption within each program area | \$463 |
| 2. Provide 'Key Questions to Consider' for LA/OC future adoption | \$555 |
| 3. Participate in preliminary review of findings/presentation on August 3rd | \$185 |
| 4. Create powerful presentation (Executive Summary) of process, key findings, and recommendations | \$1,750 |
| 5. Delivery of presentation to CEO Work Group on Aug 6, 2020 | \$1,000 |

Project Total \$21,685

TERMS

Net 30. Payable lump sum after event.

Inclusive of all materials, tax, incidentals, lodging, and travel.

EIN : 26-4062030

Address all purchase orders, payments, and written correspondence to: **NEW ADDRESS**

Dr. Kevin Fleming
12672 Limonite Ave
STE 3E #269
Eastvale, CA 92880

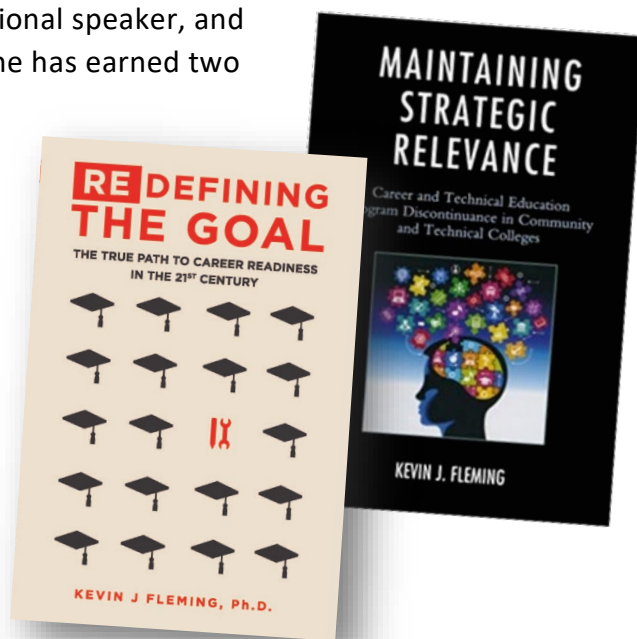
EXHIBIT A - 3 of 4

ABOUT KEVIN FLEMING



Producer of the viral animation video “*Success in the New Economy*,” and author of the bestseller, “*(Re)Defining the Goal*,” Dr. Fleming is a passionate advocate for ensuring all students enter the labor market with a competitive advantage. After analyzing workforce needs and providing customized geospatial labor market research for the largest higher education system in the world (the California Community Colleges) he supported and advocated for over 40 career & technical education programs as a CTE Dean of Instruction for eight years. He currently advances education to transform lives and society as the Vice President of Strategic Development at Norco College (part of Riverside Community College District, California). He is also an Adjunct faculty member, Executive Vice President of Future N Focus Enterprises, and CEO of Telos Educational Services.

Dr. Fleming is a first-generation college student, national speaker, and recovering academic elitist. A true life-long learner, he has earned two Bachelor’s degrees from Loyola Marymount University (Psychology & Philosophy); a Master of Arts from The Ohio State University (Educational Policy & Leadership), a MBA from the University of Redlands, and a Ph.D. in Education from Claremont Graduate University...but it was his CTE industry certification in geographical information systems (GIS) that lifted him out of working poverty. He is a proud eagle scout, father, Buckeye, has completed five marathons, and won a spelling bee in the third grade.



Keynotes | Organizational Strategy | Professional Development | Animated Videos | Research



Hard to Convert CTE Laboratory Program Research Project Scope of Work

Service Period: July 14, 2020 – August 6, 2020

Project Description: Seeking professional expert to provide support and research on evidence-based virtual and/or simulated platforms to the CEO Work Group for consideration of remedying CTE Hard to Convert Laboratory Programs. The outcomes of this support and research will support a fully-informed 2020-2021 SWP Regional Proposal to the Governance Council on August 6, 2020 for consideration of implementing a virtual and/or simulated platform for hard to convert laboratory programs in colleges within the Los Angeles Orange County Regional Consortium region.

- Scope of Work:**
- Work with LAOCRC Executive Director to compile a list of CTE hard to convert laboratory programs.
 - Research places/organizations including, but not limited to Snap, Inc., that are currently using innovative techniques for hard to convert CTE laboratory programs.
 - *Proctor an environmental scan of existing practices of innovative techniques by speaking with experts and/or partners to gain an understanding of existing available resources.*
 - Research and explore various resources and/or practices employed by online colleges for online virtual and simulated platforms including, but not limited to the Chancellor’s Office Vision Resource Center and Calbright College.
 - Compile Data and present to CEO Work Group for consideration of supporting a pilot project to implement within community colleges in the LA / OC regional consortium.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

EDUCATIONAL SERVICES

To:	Board of Trustees	Date: July 13, 2020
Re:	Approval of Auxiliary Organizations in Good Standing - Administrative Regulation/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 13, 2020
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

(Human Resources)

To: Board of Trustees	Date: July 13, 2020
Re: Approval of Return to Work Action Plan	
Action: Request for Approval	

BACKGROUND

In preparation for reopening the campuses and district spaces, a Return to Work Action Plan was developed in consultation with FARSCCD, CSEA and District Administration. The plan was developed at the direction of the Board of Trustees Ad Hoc Committee for Discussion and Timing and Reentry Plans According to the Governor's Guidelines. The committee was kept informed during the development of plan at meetings held May through July 2020. The plan was guided in its development by the Governor's Guidelines, the State Chancellor guidance and the County Health Department's guidance.

ANALYSIS

The Return to Work Action Plan details how the district plans to reopen our district and still keep all of our employees safe to the extent possible. This plan, which incorporates guidelines from the Centers for Disease Control and Prevention (CDC) and the Occupational Safety and Health Administration (OSHA), highlights the responsibilities of managers and employees, and outlines the steps RSCCD is taking to address COVID-19.

RECOMMENDATION

The administration recommends approval of the Return to Work Action Plan as presented.

Fiscal Impact: To be determined	Board Date: July 13, 2020
Prepared by: Tracie Green, Vice Chancellor, Human Resources	
Submitted by: Tracie Green, Vice Chancellor, Human Resources	
Recommended by: Marvin Martinez, Chancellor	

RETURN TO WORK

ACTION PLAN



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Introduction

At Rancho Santiago Community College District (RSCCD), it is our priority to keep our employees safe and healthy to the extent possible, especially in the midst of the COVID-19 pandemic. As such, we will abide by federal, state, and local government and agency guidelines as we strive to balance public health concerns with the needs of our district.

This return to work action plan details how we plan to reopen our district and still keep all of our employees safe to the extent possible. This plan, which incorporates guidelines from the Centers for Disease Control and Prevention (CDC) and the Occupational Safety and Health Administration (OSHA), highlights the responsibilities of managers and employees, and outlines the steps RSCCD is taking to address COVID-19.

While we will implement various protocols to ensure your safety, it's up to you and your co-workers to execute these protocols daily. By releasing this return to work action plan, the District will highlight protocols in place to protect your safety and establish a level of comfort for all of our employees as we ask you to return to work.

We understand that every employee's situation is different and encourage those with specific risks or concerns to reach out to their manager or HR to discuss alternative arrangements, should they be necessary.

Return to Work Timeline

Due to the evolving nature of COVID-19, creating an exact timeline for resuming "normal" operations is not feasible at this time. The District will continue to monitor applicable state and local guidelines and determine next steps for reopening offices and classrooms.

At this time, we have created a tentative staged approach for asking our employees to return to work.

Office and Classroom Reopening Stages

The district will look to reopen campuses utilizing a three stage approach. At this time, our sites are open to Key Essential Employees (KEP), students in specific critical sector programs, vendors, and visitors.

Stage One

In Stage One, the offices are open to KEP. Social distancing protocols are in place and will be followed. However, any other employees who are able to do so should continue to remain home and work remotely. Stage One is in compliance with the Governor's Stay-At-Home order.

Stage Two

In Stage Two, risk assessments are conducted, office and campus spaces are opened with appropriate social distance measures in preparation for a Fall semester reopening. The District will observe government guidelines related to occupancy and capacity given our offices' square footage. Access to offices and campus spaces will be granted as appropriate safety measures are in place.

Stage Three

In Stage Three, offices and campuses will reopen to all employees and students. We will implement various protocols to ensure the health and safety of our employees. At this stage, the campuses will return to face-to-face instruction as allowed by social distancing and CDC guidelines.

Considerations

It's important to note that these stages are subject to change based on state and local guidance. In addition, if cases of COVID-19 spike again in our state or in our local area, we will follow state and local guidance.

Workplace Protocols to Follow When Returning to Work

This section explains the protocols the District has implemented to preserve the health and safety of our employees as they return to work. All staff members are expected to fully comply with the policies, protocols and guidelines outlined in this document as part of RSCCD's Workplace Expectations and Guidelines.

Symptom Monitoring Requirement

Faculty and staff who have been instructed to return to the workplace must conduct self-symptom monitoring every day before reporting to work. You must be free of ANY symptoms potentially related to COVID-19 or have had evaluation and clearance by a doctor to be eligible to report to work. At this time, these symptoms include one or more of the following:

- Cough
- Shortness of breath or difficulty breathing
- Fever – Greater than 100 degrees
- Chills
- Muscle pain
- Sore throat
- Loss of taste or smell

If you have any symptoms, you must call your primary care provider for assessment of symptoms and/or COVID-19 testing. You should self-isolate until cleared by your doctor to return to work.

According to the CDC, individuals with certain conditions may have a higher risk for COVID-19 infection. Those conditions may include:

- Older adults (aged 65 years and older)
- People with HIV
- Asthma (moderate-to-severe), Chronic lung disease
- Diabetes
- Serious heart conditions
- Chronic kidney disease being treated with dialysis
- Severe obesity
- Being immunocompromised

Staff members who have been instructed to return to work onsite and have concerns about doing so due to a medical condition that places them in a higher risk group, those who are pregnant, or those who wish to seek ADA Reasonable Accommodations related to returning to the workplace should contact their supervisor.

Employee Health and Safety Protocols

The success of our return to work action plan relies on how well our employees follow social distancing and health and safety protocols. Please bring any concerns regarding the following protocols to a manager or supervisor.

General Employee Health and Hygiene

Practicing good hygiene is essential to prevent the spread of COVID-19. Do your part by practicing good hygiene at work and at home:

- Regularly wash your hands for at least 20 seconds throughout the day with warm water and soap, specifically before eating.
- Cover coughs and sneezes.
- Avoid touching your eyes, nose and mouth.

To help employees remain healthy, hand sanitizing stations are being added in key locations throughout the office. We have limited amounts of these supplies and will continue to restock as we are able. It is suggested that employees wash their hands more frequently than normal. Additionally, building management has instructed the office cleaning crew to disinfect key areas such as faucets and door handles on a daily basis.

COVID-19 Exposure and Confirmed Illness Protocol

Employees who test positive for COVID-19 or believe they have been infected will be instructed to follow the advice of a qualified medical professional and self-quarantine. According to the CDC when self-quarantining, employees should :

- Stay away from other people in their home as much as possible, staying in a separate room and using a separate bathroom if available.
- Not allow visitors.
- Wear a face mask if they have to be around people.
- Avoid sharing household items, including drinking cups, eating utensils, towels and bedding.

- Clean high-touch surfaces daily.
- Continue monitoring their symptoms, calling their health care provider if their condition worsens.

Notably, employees who are symptomatic or who have tested positive should not return to work until the conditions outlined in the table below are met:

Return to Work Considerations

Employee was symptomatic but was not tested for COVID-19.	Employee was tested for COVID-19.
<p>The employee may return to work if:</p> <ul style="list-style-type: none"> • They have not had a fever for at least 72 hours and have not used fever reducing medication during that time. • Coughs and other symptoms have improved. • Ten days have passed since they first experienced symptoms. 	<p>The employee may return to work if:</p> <ul style="list-style-type: none"> • They no longer have a fever. • Coughs and other symptoms have improved. • They have received two negative COVID-19 tests in a row. Your doctor will follow CDC guidelines.

When an employee tests positive for COVID-19, COVID-19 specific disinfecting and cleaning procedures will be triggered. Furthermore, employees who have been in close contact with an individual who has tested positive for COVID-19 will be instructed to self-quarantine.

Reporting Transparency Protocol

Any employee who experiences COVID-19 symptoms or has tested positive for COVID-19 must notify their supervisor and HR as soon as possible. Depending on the circumstances and pursuant to HIPPA, the district will notify impacted employees and follow the cleaning and disinfecting protocols recommended by the CDC. The District may elect to close the office for a period up to 72 hours following a confirmed case to allow for natural deactivation of the virus. If this happens, the District will notify the employees in that office.

Staged Staffing

RSCCD will stage a return of staff over time in a coordinated process to ensure appropriate social distancing. RSCCD will assess expanded staffing based on mission-critical operations, ability to control and manage specific work environments, and necessity to access on-site resources. These decisions, once approved, will be communicated through your respective manager, dean, vice president or vice chancellor. The need to reduce the number of people on campus (density) to meet social distancing requirements will continue for some time. Support units that can continue to effectively work remotely will likely continue to do so until the Governor's restrictions are eased for larger gatherings.

Expanded staffing will be tightly controlled and coordinated to mitigate potential risks and ensure the safety of faculty and staff, as well as the communities we serve. No unit or department should increase staffing levels beyond current needs to support critical on-site operations without approval from your respective dean, vice president or vice chancellor. Once decisions to expand on-site staffing in certain areas have been made, staff should follow the policies and protocols detailed in this guide for returning to work on campus.

As staffing on-site increases and operations expand, officials will closely monitor and assess the potential spread of the virus, as well as existing local, state, and federal guidelines for mitigations. If localized outbreaks emerge, tighter restrictions and reduced staffing may need to be implemented again.

Staffing Options

When making the determination to have staff return to work on-site, there are several options departments should consider to maintain required social distancing measures and reduce population density within buildings and work spaces.

Remote Work

We have been keeping attendance of those who are coming to their worksite. Those who can work remotely to fulfill some or all of their work responsibilities may continue to do so to reduce the number of individuals on campus and the potential spread of the COVID-19 virus. These arrangements, which should be approved by the immediate supervisor, can be done in a full or partial day/week schedule as appropriate.

Alternating Days

In order to limit the number of individuals and interactions among those on campus, departments should schedule partial staffing on alternating days. Such schedules will help enable social distancing, especially in areas with large common workspaces.

Staggered Reporting/Departing

The beginning and end of the workday typically brings many people together at common entry/exit points of buildings. Staggering reporting and departure times by at least 30 minutes will reduce traffic in common areas to meet social distancing requirements.

Personal Safety Practices

Facemasks/Cloth Face Coverings

Facemasks or face coverings must be worn by all faculty, staff, students and visitors while on district sites when in the presence of others and in public settings where other social distancing measures are difficult to maintain (e.g., common work spaces, meeting rooms, classrooms, etc.).

For those employees who perform some or all of their work outdoors (grounds, maintenance, custodial, etc.), face coverings may be temporarily removed when not around others. However, face coverings must be readily accessible in the event a member of the public or another employee is approaching.

For those employees who work in an isolated indoor work location (clerical and admin who work in an office or isolated cubicle), face coverings may be temporarily removed when not around others. However, face coverings must be readily accessible in the event a member of the public or another employee is approaching.

The District will supply all essential employees who are being required to report to work with disposable masks to wear while working. These can be obtained from their supervisors. Alternatively, employees can feel free to use their own face covering as long as it covers both their nose and mouth.

Wearing a face covering is primarily used to prevent COVID-19 from coming out of somebody's mouth and nose, when they talk, or when they sneeze or cough. Face coverings do not protect the wearer like medical masks or N-95 respirators and are not considered personal protective equipment (PPE). Appropriate use of facemasks or coverings is critical in minimizing risks to others near you. You could spread



COVID-19 to others even if you do not feel sick. The mask or cloth face covering is not a substitute for social distancing.

Disposable masks will be provided to you by your supervisor, if needed. You may also wear your own cloth face covering, which will help the District reduce the need to purchase additional masks, which are in short supply.

Cloth Face coverings should—

- fit snugly but comfortably against the side of the face
- be secured with ties or ear loops
- include multiple layers of fabric
- allow for breathing without restriction
- be able to be laundered and machine dried without damage or change to shape.
- Fabric face masks should be washed between uses with hot water and regular detergent. Dry completely.

How to Wear a Mask

- Before putting on a mask, clean hands with alcohol-based hand rub or soap and water.
- Cover mouth and nose with mask and make sure there are no gaps between your face and the mask.
- Avoid touching the mask while using it; if you do, clean your hands with alcohol-based hand rub or soap and water.

Removing the Mask

- Remove the mask by holding the ear loops. The front is contaminated, so remove slowly and carefully.
- If you will be re-using the mask, store it in a dedicated, well ventilated container such as a paper bag.
- Clean hands with alcohol-based hand rub or soap and water.

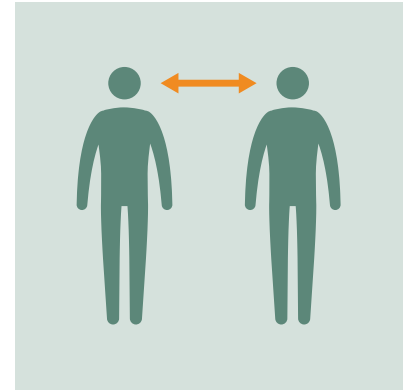
Disposable Masks

- Replace disposable masks with a new one as soon as it becomes visibly soiled, saturated or damaged.
- A disposable facemask can be worn for several hours if not wet or distorted.
- After removing facemask, visually inspect for contamination, or distortion in shape/form. If contaminated or wet the mask should be discarded.

Social Distancing

Keeping space between you and others is one of the best tools we have to avoid being exposed to COVID-19 and slowing its spread. Since people can spread the virus before they know they are sick, it is important to stay away from others when possible, even if you have no symptoms. Social distancing is important for everyone, especially to help protect people who are at higher risk of getting very sick. Staff at work on-site should follow these social distancing practices:

- Stay 6 feet away from others when working or on breaks. Where a minimum distance cannot be maintained, engineering or administrative controls will be in place.
- Avoid job tasks that require face-to-face work with others when possible.
- Avoid contact with others whenever possible (e.g., handshakes).
- Avoid touching surfaces that may have been touched by others when possible.
- Distance yourself from anyone who appears to be sick.
- Avoid gathering when entering and exiting the facility. Employees should also only enter and exit designated areas.
- Follow any posted signage regarding COVID-19 social distancing practices.



Handwashing

Wash your hands often with soap and water for at least 20 seconds especially after you have been in a public place, or after blowing your nose, coughing, sneezing, or touching your face. If soap and water are not readily available, use a hand sanitizer that contains at least 60% alcohol. Cover all surfaces of your hands and rub them together until they feel dry. Avoid touching your eyes, nose, and mouth, and wash your hands after touching your face.



Gloves

Custodians using cleaning chemicals and other employees in high risk areas, such as nurses and doctors and those working in the Student Health Center should use gloves and as part of their standard Personal Protective Equipment (PPE), but according to the CDC, gloves are not necessary for general use and do not replace good hand hygiene. Washing your hands often is considered the best practice for common everyday tasks.

Goggles/Face Shields

Staff do not need to wear goggles or face shields as part of general activity on campus. Good hand hygiene and avoiding touching your face are generally sufficient for non-healthcare environments.



Coughing/Sneezing Hygiene

If you are in a private setting and do not have on your cloth face covering, remember to always cover your mouth and nose with a tissue when you cough or sneeze or use the inside of your elbow. Then throw used tissues in the trash. Immediately wash your hands with soap and water for at least 20 seconds. If soap and water are not readily available, clean your hands with a hand sanitizer that contains at least 60% alcohol.

Administrative Controls

Where social distancing is not possible due to the nature of the service being provided, protective shields will be installed as a barrier to keep students, faculty, staff, and visitors safe from the spread of COVID-19.

Areas will be assessed by each site location based on the activities and services provided to determine the need for use of such shields.

Guidance for Specific Workplace Scenarios

Working in Office Environments

If you work in an open environment, be sure to maintain at least a 6 foot distance from co-workers. If possible, have at least one workspace separating you from another co-worker. You should wear a face mask or face covering at all times while in a shared work space/room. Departments should assess open work environments and meeting rooms to institute measures to physically separate and increase distance between employees, other coworkers, and customers, such as:

- Placing visual cues such as floor decals, colored tape, or signs to indicate to customers where they should stand while waiting in line.
- Placing one-way directional signage for large open work spaces with multiple through-ways to increase distance between employees moving through the space.

Masks/face coverings must be worn by any staff in a reception/receiving area. Masks/face coverings must be worn when inside any campus or RSCCD facility where others are present, including walking in narrow hallways where others travel and in break rooms, conference rooms and other meeting locations.

Using Elevators: Elevator access is limited to two people at one time. If you are using the elevator, wear your mask or face covering and avoid touching the elevator buttons with your exposed hand/fingers, if possible. Wash your hands or use hand sanitizer upon departing the elevator.

Meetings: Where feasible, meetings should be held in whole or part using the extensive range of available collaboration tools (e.g. Zoom, WebEx, Microsoft Teams, telephone, etc.). Departments should remove, rearrange or mark chairs and tables that prevent compliant social distancing. Visual cue marks are encouraged in meeting rooms to support social distancing practices between attendees. During your time on-site, you are encouraged to communicate with your colleagues and supervisors as needed by email, instant message, telephone or other available technology rather than face-to-face. You can also use a range of available collaboration tools (e.g. Zoom, WebEx, Microsoft Teams, Jabber, etc.).

Meals: Before and after eating, you should wash your hands thoroughly to reduce the potential transmission of the virus. If you are eating in your work environment (break room, office, etc.), maintain at least 6 feet of distance between you and others. Individuals should not sit facing one another. Only remove your mask or face covering in order to eat, then put it back on. Departments should remove or rearrange chairs and tables or add visual cue marks in employee break rooms to support social distancing practices between employees. Wipe all surfaces, including table, refrigerator handle, coffee machine, etc. after using in common areas.

Cleaning and Disinfecting Protocol

Employees should do their part to help keep the office as clean as possible by cleaning and disinfecting their workstations and surfaces they use such as, but not limited to, their keyboards, mouse, phone, and spaces commonly used such as a copier. Employees should also avoid using others' workstations, tools and equipment. Employees should wash their hands with warm water and soap for at least 20 seconds after cleaning or sanitizing a surface.

Additionally, office cleaning crews will clean and disinfect frequently touched surfaces (tables, doorknobs, light switches, handles, toilets, faucets, sinks,) throughout the day. The frequency of this cleaning may change depending on the situation.

- All persons tasked with cleaning/disinfecting areas should follow the label directions for safe, effective use. Make sure to follow the contact time, which is the amount of time the surface should be visibly wet and ensure you have proper ventilation.
- Wear the appropriate personal protective equipment as recommended by the manufacturer. For most disinfectants, disposable gloves appropriate for general cleaning should suffice. Goggles are recommended when any splashing could occur. Make sure to wash hands after removing gloves.

Office Procedures

In addition to the guidance outlined above, RSCCD has implemented the following workplace procedures to be followed until social distancing guidelines are lifted:

- **Deliveries** — will set up contactless drop zones for all deliveries, including mail and packages. An assigned contact or contacts will process mail and packages at least three times per week, utilizing gloves.
- **Visitors** — Until further notice, all nonessential visitors are prohibited and any interviews should be conducted virtually. For business-critical visits (e.g., material deliveries), the District will take steps to safeguard employees and visitors by:
 - Requiring visitors to wear face coverings.
 - Requiring visitors to go directly to their assigned work area without unnecessarily interacting with employees.
 - Requiring visitors to practice social distancing and good hygiene while on-site.

The District may add to this list of workplace procedures as employees return to work. Employees should monitor workplace communications to ensure they are up-to-date on all health and safety communications.

Conclusion

The District looks forward to the future and our employees returning to work. The COVID-19 pandemic has created uncertain times and resulted in unprecedented workplace changes. As communicated throughout this return to work action plan, we are prioritizing the health of our employees every step of the way as we consider reopening our District's doors.

We will execute our plan cautiously, following applicable state and local guidance as much as possible. We also understand that each employee's needs and situations will be different as our doors begin to reopen. Employees should discuss any concerns they have about returning to work as it relates to their personal health or situation with their manager or supervisor.

Finally, we ask that employees are patient and understanding of the fact that the COVID-19 pandemic may require our return to work plans to change. Employees will be given as much notice as possible in the event of an unforeseen setback or office closure.

Employees should direct questions regarding the content of this action plan to their supervisor. Furthermore, while the strategies highlighted in this document can protect workers from COVID-19, it's important to follow CDC guidance at all times.



rsccd.edu

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC**

July 13, 2020

MANAGEMENT

New Job Description/Attachment #1

Chief Advisor for Academic and Diversity Programs
Academic Administrator
Grade Level A

Appointment of Interim President of Santiago Canyon College

Vargas Navarro, Jose F.
Interim President
Santiago Canyon College

Effective: July 14, 2020 – June 30, 2021
Salary Placement: Step 4 \$219,725.61/Year

Interim Assignment

Bailey, Denise E.
Dean, Mathematics & Sciences Division
Santiago Canyon College

Effective: July 1, 2020 – June 30, 2021
Salary Placement: B-6 \$179,780.58/Year

Rabii-Rakin, Narges M.
Chief Advisor for Academic and Diversity Programs
Chancellor’s Office
District

Effective: July 1, 2020 – June 30, 2021
Salary Placement: A-6 \$192,067.50/Year

Approval of Administrators on Special Assignment/Pilot Program

Gascon, Christine
Interim Dean, Instruction and Student Services
Continuing Education
Educational Services

Effective: July 14, 2020
Salary Placement: B-3 \$155,301.23/Year
Stipend: \$7,765.06/Year

Kennedy, James
Vice President, Continuing Education (CEC/OEC)
Educational Services

Effective: July 14, 2020
Salary Placement: A-7 \$201,670.87/Year
Stipend: \$10,083.65/Year

Paramore, Stephanie
Dean, Instruction and Student Services
Continuing Education
Educational Services

Effective: July 14, 2020
Salary Placement: B-2 \$147,905.93/Year
Stipend: \$7,395.30/Year

MANAGEMENT (CONT'D)

Ratification of Resignation/Ratification

Hernandez, John C.
President
Santiago Canyon College

Effective: July 29, 2020
Reason: Resignation

FACULTY

2020/2021 FARSCCD 175 Day/10 Month Contract Step Increases/Attachment #2

2020/2021 FARSCCD Contract Athletic Coach Stipends/Attachment #3

2020/2021 FARSCCD Contract Coordinator Stipends/Attachment #4

2020/2021 FARSCCD Contract Extension Days/Attachment #5

2019/2020 Contract Extension

Steckler, Mary
Professor/Coordinator, Nursing/Skills Lab
Science, Mathematics & Health Sciences Division
Santa Ana College

Effective: June 15, 2020-June 30, 2020
Contract Extension: 12 Days
Contract Extension Rate: \$589.82/Day

2020/2021 CSEA 888 Contract Teacher Stipends

Nichols, Teresa
Teacher, SAC East Child Development Center
Child Development Services
District

Effective: July 1, 2020
Amount: \$75.00/Month

Perez Zuniga, Elvia
Teacher, SAC East Child Development Center
Child Development Services
District

Effective: July 1, 2020
Amount: \$75.00/Month

Change of Classification/CSEA 888

Ramirez, Lilia
Master Teacher, SAC East
Child Development Services
District

Effective: July 1, 2020
Salary Placement: MT/MA-6 \$52,004.41/Year

FACULTY (CONT'D)

2020/2021 Banked Leaves of Absence

Collins, Monica
Professor, American Sign Language
Humanities & Social Sciences Division
Santa Ana College

Effective: August 17 – December 14, 2020
Banked Leave: Withdraw 6.5 LHE

Corp, Richard
Associate Professor, Math
Science, Mathematics & Health
Sciences Division
Santa Ana College

Effective: August 17 – December 14, 2020
Banked Leave: Withdraw 15.0 LHE

Hauscarriague, Anne
Professor, Math
Science & Mathematics Division
Santiago Canyon College

Effective: August 17 – December 14, 2020
Banked Leave: Withdraw 1.95 LHE

Higgins, Mark
Professor, English
Humanities & Social Sciences Division
Santa Ana College

Effective: August 17 – December 14, 2020
Banked Leave: Withdraw 15.0 LHE

Jones, Vanessa
Associate Professor, Math
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 17 – December 14, 2020
Banked Leave: Withdraw 1.33 LHE

LaBreau, Katie
Assistant Professor, Communication Studies
Fine & Performing Arts Division
Santa Ana College

Effective: August 17 – December 14, 2020
Banked Leave: Withdraw 3.0 LHE

Lopez-Jaurequi, Leticia
Professor, Spanish
Humanities & Social Sciences Division
Santa Ana College

Effective: August 17 – December 14, 2020
Banked Leave: Withdraw 15.0 LHE

Nick, JoAnn
Professor, Health Science/Nursing
Science, Mathematics & Health
Sciences Division
Santa Ana College

Effective: August 17 – December 14, 2020
Banked Leave: Withdraw 4.86 LHE

FACULTY (CONT'D)

2020/2021 Banked Leaves of Absence

Paunovic, Mila
Professor, Nursing
Science, Mathematics & Health
Sciences Division
Santa Ana College
Effective: August 17 – December 14, 2020
Banked Leave: Withdraw 15.25 LHE

Pierce, Cathryn
Associate Professor, Communication Studies
Fine & Performing Arts Division
Santa Ana College
Effective: August 17 – December 14, 2020
Banked Leave: Withdraw 9.0 LHE

Rocke, Brandon
Associate Professor, English
Humanities & Social Sciences Division
Santa Ana College
Effective: August 17 – December 14, 2020
Banked Leave: Withdraw 1.5 LHE

Shirah, Melissa
Assistant Professor, Accounting
Business & Career Education
Santiago Canyon College
Effective: August 17 – December 14, 2020
Banked Leave: Withdraw 3.0 LHE

Stucken, Robert
Professor, Nursing
Science, Mathematics & Health
Sciences Division
Santa Ana College
Effective: August 17 – December 14, 2020
Banked Leave: Withdraw 18.0 LHE

Vargas, Martha
Professor/Counselor/Coordinator,
University Transfer Center
Santa Ana College
Effective: July 31 - December 14, 2020
Banked Leave: Withdraw 15.0 LHE

Part-time/Hourly New Hires/Rehires

Althoen, Oliver E.
Instructor, Music
Fine & Performing Arts Division
Santa Ana College
Effective: July 13, 2020
Hourly Lecture/Lab Rates: II-3 \$63.96/\$57.56

Camacho, Octavio
Instructor, Mathematics
Upward Bound Summer Program
Student Support Services
Santa Ana College
Effective: July 1, 2020
Hourly Lecture Rate: II-3 \$53.19

FACULTY (CONT'D)

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

Chhun, Stephanie C. Effective: July 13, 2020
Instructor, Psychology Hourly Lecture/Lab Rates: II-3 \$63.96/\$57.56
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Cleary Martin, Tami Effective: August 17, 2020
Clinical Nurse Hourly Lab Rate: \$60.91
Science, Math & Health Sciences Division
Santa Ana College

Eckert, James C. Effective: July 13, 2020
Instructor, Public Works/Code Enforcement Hourly Lecture/Lab Rates: IV-3 \$70.50/\$63.46
Business & Career Education Division
Santiago Canyon College

Fletcher, Erin R. Effective: July 1, 2020
Librarian Hourly Rate: II-3 \$54.36
Library/IELLSS
Santiago Canyon College

Gonzalez, Cristal Effective: August 17, 2020
Instructor, Mathematics Hourly Lecture/Lab Rates: II-3 \$63.96/\$57.56
Mathematics & Sciences Division
Santiago Canyon College

Gostin, Steve Effective: July 2, 2020
Instructor, Vocational Business/ Hourly Lecture Rate: II-3 \$53.19
Hospitality and Culinary Arts
Continuing Education Division (CEC)
Santa Ana College

Guerra, Ferdinando Effective: July 13, 2020
Instructor, Economics (equivalency) Hourly Lecture Rate: II-3 \$63.96
Humanities & Social Sciences Division
Santa Ana College

Mendoza, Paulino Effective: July 13, 2020
Instructor, Spanish Hourly Lecture/Lab Rates: IV-3 \$70.50/\$63.46
Mathematics & Sciences Division
Santiago Canyon College

FACULTY (CONT'D)

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

Montes, Janet
TRIO Program Facilitator
Counseling & Student Support Services Division
Santiago Canyon College

Effective: June 15, 2020
Hourly Rate: II-3 \$31.98

Torres, David
Instructor, Mathematics
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 17, 2020
Hourly Lecture/Lab Rates: II-3 \$63.96/\$57.56

Uchlik, Aleksandra
Instructor, Accounting
Business & Career Education Division
Santiago Canyon College

Effective: June 15, 2020
Hourly Lecture Rate: II-3 \$63.96

Vincent, Jordan C.
Instructor, Chemistry
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 10, 2020
Hourly Lecture/Lab Rates: IV-3 \$70.50/\$63.46

Non-paid Instructors of Record

Hedges, John H.
Instructor, Criminal Justice
Instructor Service Agreement with Tustin Police Department
Human Services & Technology Division
Santa Ana College

Effective: June 15, 2020

Newell, Ryan S.
Instructor, Criminal Justice
Instructor Service Agreement with Tustin Police Department
Human Services & Technology Division
Santa Ana College

Effective: June 15, 2020

**CHIEF ADVISOR FOR ACADEMIC AND DIVERSITY PROGRAMS
JOB DESCRIPTION**

CLASS SUMMARY

Under direction of the RSCCD Chancellor, the Chief Advisor for Academic and Diversity Programs will plan, organize, coordinate, direct, administer, review and evaluate academic and diversity programs, services and activities of the entire community college district; sustaining and advancing diversity, equity and inclusion efforts including the District's ability to attract retain and develop more diverse faculty and staff, educate the entire District community on diversity initiatives; provide executive direction and leadership on short and long range goals in support of the educational master plan and consistent with the instructional needs of the community; responsible for the strategic oversight of education and support programs related to diversity, equity and inclusion, including hiring and search practices, developing a positive culture; work closely with various RSCCD divisions on the execution of their goals to advance diversity, inclusion and belonging; communications, strategic coaching, curriculum, training, programs and support throughout RSCCD.

REPRESENTATIVE DUTIES

- Develop a strategic plan for the delivery of diversity, equity and inclusion education and support across RSCCD;
- Provide strategic leadership and administrative oversight for the development of workshops, presentations, learning modules and other efforts that promote diversity, equity and inclusion;
- Research, develop and implement processes to measure the effectiveness of diversity programs;
- Provide consultation to deans, senior leaders, managers and supervisors on designing and implementing department-wide and institution-wide objectives related to diversity, equity and inclusion;
- Assist in research, development and implementation of strategies to measure the success of institution-wide progress on creating a diverse and equitable work and learning environment;
- Provide coaching and consultation to individuals and groups with respect to cultural challenges and conflicts;
- Lead the strategic design and implementation of a District-wide diversity, equity and inclusion policy that includes short-term and long-term goals, KPI's (key performance indicator), action plans and metrics to assess and track progress over time;
- Drive the development and implementation of strategies and tactics for diversity recruiting, talent development and retention of a robust pipeline of diverse talent;
- Manage the Diversity and Inclusion teams while serving as the diversity and inclusion strategist;
- Champion diversity and inclusion awareness and cultural programs across the District;
- Central facilitator of strategic diversity, equity and inclusion activities;
- Manage, develop and craft cohesive communication campaigns that engage the workforce and convey the District's diversity strategy;
- Serves as thought leader, trusted advisor and consultant to the Chancellor in support of the Districts' diversity, equity and inclusion goals and objectives aligned to the institutional mission;
- Manage and create a platform around diverse recruitment strategies, employee engagement, diversity learning, and talent development;
- Partner with various internal and external entities to help incorporate diversity goals into overall workforce strategy;
- Facilitate and support execution of internal programs, workshops, and plans focused on impactful in-person and online diversity and inclusion content and training;

**CHIEF ADVISOR FOR ACADEMIC AND DIVERSITY PROGRAMS
JOB DESCRIPTION (CONT'D)**

REPRESENTATIVE DUTIES (CONT'D)

- Serve as the central point of contact for enterprise participation in diversity and inclusion related surveys;
- Represent RSCCD at external forums, and serve as a subject matter expert at diversity conferences, professional associations, and meetings;
- Organizes, anticipates, initiates, plans, administers, and supervises all academic and diversity programs, functions, and operations;
- Supervise the strategy for increasing effectiveness of outreach strategies for prospective faculty and administrators;
- Partners with instructional and ladder faculty to increase diversity in hiring throughout the District;
- Design and implement talent management processes and systems to increase diversity of senior leadership team over time;
- Work with Associate Deans, Senior Assistant Dean of Instruction, and Faculty to increase diversity of ladder faculty and professional faculty, and continually provide consulting and advising to faculty members to create more inclusive classroom environments;
- Plans, guides and advises on diversity, equity, inclusion and affirmative action on hiring matters;
- Leads the District in implementing strategic initiatives, including the creation of a culture for equity, diversity, and inclusion;
- Provides strategic direction for training initiatives on cultural competency, racial intelligence, gender differences, building a climate of equity and inclusion, and other topics designed to increase awareness and support of equity and inclusion values;
- Works with Board of Trustees, college presidents and district administrators as directed by the Chancellor.

DISTINGUISHING CHARACTERISTICS

- A leader who possesses interpersonal skills and qualities, including an assertive approaches, creativity, ambition, sensitivity, honesty, integrity, fairness, flexibility, vision and insight, and team-player engagement;
- An experienced professional committed to continued improvement; a visible, accessible and collaborative administrator who encourages and acknowledges the contributions of others, who is willing to be a risk-taker and create an environment that is open to new ideas;
- Expert influencing skills. Proven ability to support and empower leaders who are less experienced in leading conversations about diversity and inclusion to build the school's capacity in equity leadership;
- Understand the higher education landscape, the role of a suburban community college and the dynamics operating within the community's college district it serves;
- Creative, innovative, energetic leader; a technologically sophisticated professional who is skilled in various technology applications;
- A supporter of consistent and on-going professional development initiatives, in pursuit of the college's strategic goals;
- A fair-minded, ethical leader with excellent interpersonal and communication skills and willingness to accept responsibility;
- A capable planner who can systematically allocate resources to further institutional goals, evaluate the results of the allocations, and develop strategies for continued development;

**CHIEF ADVISOR FOR ACADEMIC AND DIVERSITY PROGRAMS
JOB DESCRIPTION**

DISTINGUISHING CHARACTERISTICS (CONT'D)

- A skilled leader adept in planning for the emerging needs of the District and successful in resource generation and partnership development.
- Be an astute administrator with demonstrated expertise in the complexities of higher education that impact community college finances and operations, including collective bargaining, federal and state programs, and legislation;
- Experience working with populations (faculty, staff, students, and community) of diverse ethnic, linguistic, and socioeconomic backgrounds, with excellent communication skills;
- Experience in California public higher education, including knowledge of state and federal governance and the political process, and knowledge of accreditation standards.

ESSENTIAL FUNCTION

- Coordinates the activities and communication between the Chancellor's Office and other campus offices; represents the Chancellor at on-campus meetings as necessary, or as delegated by the Chancellor;
- Serves as liaison and coordinates communication between the Chancellor and employees, students, donors, elected officials, and community members;
- Coordinates the activities and communication between the Chancellor's Office and other campus offices; represents the Chancellor at on-campus meetings as necessary, or as delegated by the Chancellor;
- Serves as liaison and coordinates communication between the Chancellor and employees, students, donors, elected officials, and community members;
- Represents the Chancellor and the College at various off-campus meetings and events; identifies opportunities for the College to obtain resources, visibility and funding;
- Utilizes strong writing capabilities to compose speeches, presentations, letters, memos, emails, reports, and other communications containing informational, analytical, and evaluative content, ensuring accuracy, timely delivery and consistency with applicable policies, regulations and operational procedures;
- Provides leadership, training, supervision, and evaluation of Confidential staff members, District employees and/or college staff as directed;
- Attends meetings, including Board of Trustees' meetings, as needed;
- Prepares a variety of materials as requested and which may be sensitive, privileged, and highly confidential, either independently or as directed;
- Assists the Chancellor in preparing presentations to be given both on and off-campus;
- Coordinates with College Presidents, Public Information, Advocacy and External Relations on advocacy matters and communicating regularly with elected officials and their staffs;
- Performs other duties as assigned.

Board Approved: July 13, 2020

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2020/2021 FARSCCD 175 DAY/10 MONTH STEP INCREASES
EFFECTIVE AUGUST 17, 2020

ATTACHMENT #2

LAST NAME	FIRST NAME	DIVISION	LOC	CONT CLASS	OLD CONT STEP	NEW CONT STEP	OLD CONT SALARY	NEW CONT SALARY
Alduenda	Leann	Fine & Performing Arts	SAC	V	15	16(M)	\$107,967.59	\$115,196.89
Andrade	Philippe	Humanities & Social Sci	SAC	VII	16(3)	A(1)	\$116,885.56	\$125,930.51
Arazi	Heather	Humanities & Social Sci	SAC	VI	11	12	\$99,753.34	\$106,656.52
Barrios	Andrew	Science, Math, & Health Sci	SAC	II	5	6	\$70,961.60	\$76,713.08
Batth	Navanjot	Math & Science	SCC	II	6	7	\$73,762.58	\$76,713.08
Beltran	Jennie	Science, Math, & Health Sci	SAC	III	13	14	\$96,370.94	\$103,141.25
Bennett	Sarah	Fine & Performing Arts	SAC	II	14	15(M)	\$96,181.04	\$102,942.53
Benson	Kyla	Human Svcs & Tech	SAC	II	14	15(M)	\$96,181.04	\$102,942.53
Bittner	Matthew	Human Svcs & Tech	SAC	II	6	7	\$73,762.58	\$76,713.08
Briones	Michael	Fine & Performing Arts	SAC	II	8	9	\$79,362.25	\$85,455.83
Brocatto	Carlos	Humanities & Social Sci	SAC	V	12	13	\$99,555.27	\$106,459.00
Buechler	Michael	Human Svcs & Tech	SAC	V	15	16(M)	\$107,967.59	\$115,196.89
Carpio	Brenda	Arts, Humanities & Social Sci	SCC	VI	13	14	\$105,358.83	\$112,491.06
Carriger	Lisa	Science, Math, & Health Sci	SAC	VI	9	10	\$94,147.86	\$100,828.03
Castellanos	Ralph	Arts, Humanities & Social Sci	SCC	II	9	10	\$82,169.07	\$88,373.73
Chamberlain	Amberly	Fine & Performing Arts	SAC	IV	13	14	\$99,370.01	\$106,259.08
Clark	Stephanie	Fine & Performing Arts	SAC	IV	15	16(M)	\$104,976.66	\$112,091.19
Cotter	Matthew	Math & Science	SCC	II	12	13	\$90,579.04	\$97,114.04
Crammer	Cale	Arts, Humanities & Social Sci	SCC	VI	14	15	\$108,164.48	\$115,402.89
Cummings	Reyna	Fine & Performing Arts	SAC	V	14	15	\$105,167.76	\$112,286.29
Daneshmand	Angela	Math & Science	SCC	II	8	9	\$79,362.25	\$85,455.83
Daugherty	Seth	Institutional Eff, Lib & Learning Sup Svcs	SCC	VI	13	14	\$105,358.83	\$112,491.06
Deluna	Daniel	Humanities & Social Sci	SAC	II	12	13	\$90,579.04	\$97,114.04
Dennis	Jeffry	Business & Career Education	SCC	V	12	13	\$99,555.27	\$106,459.00
Dermody	Michael	Fine & Performing Arts	SAC	VI	13	14	\$105,358.83	\$112,491.06
Diamond	Zachary	Human Svcs & Tech	SAC	II	8	9	\$79,362.25	\$85,455.83
Dibb	Patrick	Science, Math, & Health Sci	SAC	V	15	16(M)	\$107,967.59	\$115,196.89
Diller	Jeffrey	Humanities & Social Sci	SAC	II	10	11	\$84,974.74	\$91,286.76
Dinh-Mahavongtrakul	Minhan	Science, Math, & Health Sci	SAC	VII	7	8	\$91,668.47	\$98,248.23
Dombroske	Leona	Human Svcs & Tech	SAC	VII	13	14	\$108,479.08	\$115,733.70

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Prepared by Penny Wilkerson, Human Resources
Board Approval Date: July 13 2020

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2020/2021 FARSCCD 175 DAY/10 MONTH STEP INCREASES
EFFECTIVE AUGUST 17, 2020

ATTACHMENT #2

LAST NAME	FIRST NAME	DIVISION	LOC	CONT CLASS	OLD CONT STEP	NEW CONT STEP	OLD CONT SALARY	NEW CONT SALARY
Dufala	Christopher	Fine & Performing Arts	SAC	III	12	13	\$93,571.13	\$100,225.78
Dumon	Dori	Business	SAC	II	13	14	\$93,378.88	\$100,028.28
Engstrom	Vanessa	Arts, Humanities & Social Sci	SCC	V	15	16(M)	\$107,967.59	\$115,196.89
Foley	Denise	Math & Science	SCC	VII	B(3)	C(M)	\$125,288.53	\$134,671.43
Freese	Amy	Arts, Humanities & Social Sci	SCC	V	14	15	\$105,167.76	\$112,286.29
Gates	Alana	Business & Career Education	SCC	I	9	10	\$77,636.69	\$83,656.41
Gause	Tiffany	Arts, Humanities & Social Sci	SCC	II	12	13	\$90,579.04	\$97,114.04
Gonzalez	Adrianna	Continuing Education	SAC	VI	13	14	\$105,358.83	\$112,491.06
Gonzalez	Sara	Arts, Humanities & Social Sci	SCC	II	7	8	\$76,564.75	\$82,536.74
Govea-Von Velasco	Melissa	Arts, Humanities & Social Sci	SCC	III	14	15(M)	\$99,174.28	\$106,056.71
Granitto	James	Arts, Humanities & Social Sci	SCC	VI	B(3)	C(M)	\$122,171.78	\$131,431.83
Guevara	Angela	Continuing Education	SCC	V	14	15	\$105,167.76	\$112,286.29
Gutierrez	Erika	Arts, Humanities & Social Sci	SCC	VI	14	15	\$108,164.48	\$115,402.89
Guzman	Kristen	Humanities & Social Sci	SAC	VII	B(3)	C(M)	\$125,288.53	\$134,671.43
Hall	Kathryn	Arts, Humanities & Social Sci	SCC	V	14	15	\$105,167.76	\$112,286.29
Henry	Amanda	Math & Science	SCC	VI	11	12	\$99,753.34	\$106,656.52
Heremans	Tiffany	Human Svcs & Tech	SAC	IV	11	12	\$93,765.69	\$100,426.96
Higgins	Conor	Humanities & Social Sci	SAC	III	9	10	\$85,172.80	\$91,489.12
Higuera	Daniel	Human Svcs & Tech	SAC	II	5	6	\$70,961.60	\$76,713.08
Hoang	Susan	Fine & Performing Arts	SAC	VI	13	14	\$105,358.83	\$112,491.06
Horenstein	Daniel	Science, Math, & Health Sci	SAC	II	5	6	\$70,961.60	\$76,713.08
Hostetter	Darren	Fine & Performing Arts	SAC	VI	15	16(1)	\$110,964.32	\$118,315.92
Huskey	Jason	Human Svcs & Tech	SAC	VII	11	12	\$102,877.08	\$109,904.00
Jenkins	Crystal	Science, Math, & Health Sci	SAC	VI	B(3)	C(M)	\$122,171.78	\$131,431.83
Jones	Elliott	Fine & Performing Arts	SAC	VII	B(3)	C(M)	\$125,288.53	\$134,671.43
Jones	Louise	Science, Math, & Health Sci	SAC	VII	14	15	\$111,282.40	\$118,646.73
Kelley	Sara	Humanities & Social Sci	SAC	II	11	12	\$87,775.73	\$94,202.20
Khalid	Donna	Continuing Education	SAC	VII	14	15	\$111,282.40	\$118,646.73
Kimmel	Michelle	Human Svcs & Tech	SAC	VII	12	13	\$105,676.92	\$112,818.24
King	Judith	Fine & Performing Arts	SAC	V	8	9	\$88,352.47	\$94,804.46

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Prepared by Penny Wilkerson, Human Resources
Board Approval Date: July 13 2020

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2020/2021 FARSCCD 175 DAY/10 MONTH STEP INCREASES
EFFECTIVE AUGUST 17, 2020

ATTACHMENT #2

LAST NAME	FIRST NAME	DIVISION	LOC	CONT CLASS	OLD CONT STEP	NEW CONT STEP	OLD CONT SALARY	NEW CONT SALARY
Kowsari	Ali	Business	SAC	VI	8	9	\$91,351.54	\$97,913.77
Kramer	Jessica	Math & Science	SCC	IV	10	11	\$90,957.71	\$97,516.32
LaBreau	Katie	Fine & Performing Arts	SAC	II	11	12	\$87,775.73	\$94,202.20
Lamourelle	Chantal	Human Svcs & Tech	SAC	V	14	15	\$105,167.76	\$112,286.29
Lange	Megan	Humanities & Social Sci	SAC	VI	6	7	\$85,743.72	\$92,093.79
Littlejohn	Stacey	Science, Math, & Health Sci	SAC	IV	11	12	\$93,765.69	\$100,426.96
Lopez Mercedes	Jose	Continuing Education	SAC	IV	13	14	\$99,370.01	\$106,259.08
Lui	Rachel	Science, Math, & Health Sci	SAC	VI	10	11	\$96,950.03	\$103,743.47
Madrigal	Osiel	Continuing Education	SAC	VII	13	14	\$108,479.08	\$115,733.70
Maertzeiler Laney	Marianne	Business & Career Education	SCC	III	12	13	\$93,571.13	\$100,225.78
Martin	DeAnna	Business & Career Education	SCC	VI	13	14	\$105,358.83	\$112,491.06
Martin	Linda	Institutional Eff, Lib & Learning Sup Svcs	SCC	V	15	16(M)	\$107,967.59	\$115,196.89
Mathot	Sarah	Human Svcs & Tech	SAC	IV	15	16(M)	\$104,976.66	\$112,091.19
Mayer	Quynh	Science, Math, & Health Sci	SAC	II	8	9	\$79,362.25	\$85,455.83
McAdam	Jennifer	Science, Math, & Health Sci	SAC	VI	11	12	\$99,753.34	\$106,656.52
McKenna-Sallade	Dawn	Human Svcs & Tech	SAC	II	11	12	\$87,775.73	\$94,202.20
Medina	Guillermo	Math & Science	SCC	VI	11	12	\$99,753.34	\$106,656.52
Medina	Moises	Humanities & Social Sci	SAC	VI	14	15	\$108,164.48	\$115,402.89
Mirbeik Sabzevary	Mohammadreza	Continuing Education	SAC	III	12	13	\$93,571.13	\$100,225.78
Mishal	Amit	Science, Math, & Health Sci	SAC	VII	15	16(1)	\$114,083.39	\$121,560.98
Morgan	Adam	Business	SAC	V	10	11	\$93,955.61	\$100,630.51
Murphy	Ryan	Arts, Humanities & Social Sci	SCC	VII	13	14	\$108,479.08	\$115,733.70
Nair	Arjun	Science, Math, & Health Sci	SAC	VII	8	9	\$94,469.45	\$101,160.04
Nardi	Nicholas	Humanities & Social Sci	SAC	VII	6	7	\$88,867.47	\$95,335.21
Nguyen	Huy	Business	SAC	VI	12	13	\$102,554.35	\$109,573.18
Nguyen	Kelly	Science, Math, & Health Sci	SAC	II	14	15	\$96,181.04	\$102,942.53
Nyssen	Adam	Kinesiology, Health & Athletics	SAC	V	14	15	\$105,167.76	\$112,286.29
Oase	Daniel	Continuing Education	SCC	VI	10	11	\$96,950.03	\$103,743.47
Oh	Suanne	Science, Math, & Health Sci	SAC	IV	9	10	\$88,156.73	\$94,596.02
Ortiz	Rebecca	Humanities & Social Sci	SAC	VII	9	10	\$97,269.27	\$104,075.50

6.1 (12)

Prepared by Penny Wilkerson, Human Resources
Board Approval Date: July 13 2020

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2020/2021 FARSCCD 175 DAY/10 MONTH STEP INCREASES
EFFECTIVE AUGUST 17, 2020

ATTACHMENT #2

LAST NAME	FIRST NAME	DIVISION	LOC	CONT CLASS	OLD CONT STEP	NEW CONT STEP	OLD CONT SALARY	NEW CONT SALARY
Padilla	Jessica	Human Svcs & Tech	SAC	II	8	9	\$79,362.25	\$85,455.83
Papa	Elenor Gael	Science, Math, & Health Sci	SAC	VI	10	11	\$96,950.03	\$103,743.47
Patch	Nicole	Fine & Performing Arts	SAC	VI	4	5	\$80,133.57	\$86,256.79
Paunovic	Mila	Science, Math, & Health Sci	SAC	VI	B(3)	C(M)	\$122,171.78	\$131,431.83
Pecenkovic	Nidzara	Arts, Humanities & Social Sci	SCC	IV	14	15	\$102,172.19	\$109,175.73
Petrocelli	Rachel	Arts, Humanities & Social Sci	SCC	VII	12	13	\$105,676.92	\$112,818.24
Pham	Elaine	Continuing Education	SCC	V	11	12	\$96,760.11	\$103,537.48
Pierce	Cathryn	Fine & Performing Arts	SAC	V	15	16(M)	\$107,967.59	\$115,196.89
Quach	Nguyen	Business	SAC	V	15	16(M)	\$107,967.59	\$115,196.89
Rabii-Rakin	Narges	Arts, Humanities & Social Sci	SCC	VII	A(3)	B(1)	\$121,087.03	\$130,300.07
Ramirez	Adriana	Humanities & Social Sci	SAC	II	13	14	\$93,378.88	\$100,028.28
Reed	Stephen	Arts, Humanities & Social Sci	SCC	VI	B(3)	C(M)	\$122,171.78	\$131,431.83
Rehm	David	Fine & Performing Arts	SAC	II	9	10	\$82,169.07	\$88,373.73
Ro	Kelly	Science, Math, & Health Sci	SAC	VI	15	16(1)	\$110,964.32	\$118,315.92
Robinson	Kristen	Business	SAC	VII	15	16(1)	\$114,083.39	\$121,560.98
Rocke	Brandon	Humanities & Social Sci	SAC	III	10	11	\$87,970.31	\$94,394.86
Roper	David	Human Svcs & Tech	SAC	II	12	13	\$90,579.04	\$97,114.04
Rutan	Craig	Math & Science	SCC	VI	16(3)	A(1)	\$113,765.31	\$122,681.84
Salcido	Denise	Continuing Education	SCC	II	11	12	\$87,775.73	\$94,202.20
Sanchez	Sandra	Math & Science	SCC	IV	13	14	\$99,370.01	\$106,259.08
Saterfield	Kalonji	Fine & Performing Arts	SAC	IV	12	13	\$96,564.38	\$103,344.81
Schlossman	Jacqueline	Fine & Performing Arts	SAC	IV	10	11	\$90,957.71	\$97,516.32
Scott	Randy	Math & Science	SCC	VI	B(3)	C(M)	\$122,171.78	\$131,431.83
Shirah	Melissa	Business & Career Education	SCC	III	14	15(M)	\$99,174.28	\$106,056.71
Siddiqui	Shereen	Arts, Humanities & Social Sci	SCC	VII	12	13	\$105,676.92	\$112,818.24
Sim	Jai	Business	SAC	VI	12	13	\$102,554.35	\$109,573.18
Simmerman	Stacy	Humanities & Social Sci	SAC	II	14	15(M)	\$96,181.04	\$102,942.53
Smith	Elizabeth	Humanities & Social Sci	SAC	IV	11	12	\$93,765.69	\$100,426.96
Smith	Kimberly	Business	SAC	VII	13	14	\$108,479.08	\$115,733.70
Smith	Sean	Science, Math, & Health Sci	SAC	III	13	14	\$96,370.94	\$103,141.25

6.1 (13)

Prepared by Penny Wilkerson, Human Resources
Board Approval Date: July 13 2020

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2020/2021 FARSCCD 175 DAY/10 MONTH STEP INCREASES
EFFECTIVE AUGUST 17, 2020

ATTACHMENT #2

LAST NAME	FIRST NAME	DIVISION	LOC	CONT CLASS	OLD CONT STEP	NEW CONT STEP	OLD CONT SALARY	NEW CONT SALARY
Stevens	Hayley	Human Svcs & Tech	SAC	II	7	8	\$76,564.75	\$82,536.74
Strong	John	Business	SAC	II	14	15(M)	\$96,181.04	\$102,942.53
Stucken	Robert	Science, Math, & Health Sci	SAC	VI	B(3)	C(M)	\$122,171.78	\$131,431.83
Sung	Linda	Business	SAC	IV	14	15	\$102,172.19	\$109,175.73
Taber	Alexander	Arts, Humanities & Social Sci	SCC	VII	B(3)	C(M)	\$125,288.53	\$134,671.43
Takahashi	Craig	Business	SAC	VII	B(3)	C(M)	\$125,288.53	\$134,671.43
Taylor	Michael R.	Fine & Performing Arts	SAC	IV	15	16(M)	\$104,976.66	\$112,091.19
Tolentino	Justin	Science, Math, & Health Sci	SAC	V	14	15	\$105,167.76	\$112,286.29
Torneo	Nicole	Math & Science	SCC	V	15	16(M)	\$107,967.59	\$115,196.89
Valdos	Yanina	Arts, Humanities & Social Sci	SCC	III	12	13	\$93,571.13	\$100,225.78
Valles	Rodrigo	Humanities & Social Sci	SAC	II	13	14	\$93,378.88	\$100,028.28
Van Dyke-Kao	Rita	Continuing Education	SCC	II	10	11	\$84,974.74	\$91,286.76
Vasquez	Michelle	Science, Math, & Health Sci	SAC	VI	11	12	\$99,753.34	\$106,656.52
Wang	Wendy	Human Svcs & Tech	SAC	V	11	12	\$96,760.11	\$103,537.48
Weber	Merari	Continuing Education	SAC	VII	14	15	\$111,282.40	\$118,646.73
Wright	Kelly Lane	Math & Science	SCC	VII	B(3)	C(M)	\$125,288.53	\$134,671.43
Yimenu	Bethlehem	Humanities & Social Sci	SAC	VII	6	7	\$88,867.47	\$95,335.21

6.1 (14)

Prepared by Penny Wilkerson, Human Resources
Board Approval Date: July 13 2020

2020/2021 FARSCCD
FARSCCD CONTRACT ATHLETIC COACH STIPENDS
 Effective August 17, 2020

ATTACHMENT #3

NAME	COACHING ASSIGNMENT	SPORT	COLLEGE	ANNUAL STIPEND
Abbey, Troy	Head Coach	Volleyball	SAC	\$1,750.00
Baquero, Jaymie	Head Coach	Women's Soccer	SAC	\$1,750.00
Camarco, Lisa	Head Coach	Women's Softball	SCC	\$1,750.00
Cummins, Shawn	Head Coach	Cross Country	SCC	\$1,750.00
Jones, Geoffrey	Asst. Coach	Football	SAC	\$1,250.00
Medina, Guillermo	Head Coach	Men's Soccer	SCC	\$1,750.00
Nyssen, Adam	Head Coach	Football	SAC	\$1,750.00
Woodhead, Ian	Head Coach	Women's Soccer	SCC	\$1,750.00

**2020/2021 FARSCCD CONTRACT
COORDINATOR STIPENDS
Effective July 1, 2020 - June 30, 2021**

ATTACHMENT #4

NAME	COORDINATOR ASSIGNMENT	SITE	ANNUAL STIPEND
Bautista, Steven	Transfer Programs/Center for Teacher Education	SAC	\$1,000.00
Hoffman, Elizabeth	Health & Wellness Center	SCC	\$1,000.00
Sanabria, Reina	Transfer Programs/Puente Program	SAC	\$1,000.00
Sanchez-Gutierrez, Gabriela	EOPS	SAC	\$1,000.00
Shaffer, Catherine	Transfer Programs/Puente	SAC	\$1,000.00
Ross, Kristina	Fire Academy	SAC	\$1,000.00

2020/2021 FARSCCD
CONTRACT EXTENSION DAYS
 Effective July 1, 2020 - June 30, 2021

ATTACHMENT #5

NAME	CONTRACT EXTENSION DUTIES	SITE	TOTAL DAYS	CLASS/STEP	DAILY RATE
Abbey, Troy	Coaching	SAC	20	VI-C	\$657.17
Baquero, Jaymie	Coaching	SAC	20	II-15	\$514.71
Camarco, Lisa	Coaching	SCC	20	VII-A	\$629.66
Cummings, Shawn	Coaching	SCC	20	VI-B	\$635.30
Jones, Geoffrey	Coaching	SAC	13	II-15	\$514.71
Khalid, Donna	Coordination	CEC	9	VII-15	\$593.23
Lockhart, Ann	Coordination	SAC	4	III-15	\$528.91
Lopez Mercedes, Jose	Coordination	CEC	5	IV-14	\$510.87
Madrigal, Osiel	Coordination	CEC	5	VII-14	\$578.67
Medina, Guillermo	Coaching	SCC	20	VI-12	\$533.29
Nyssen, Adam	Coaching	SAC	13	V-15	\$561.44
Weber, Merari	Coordination	CEC	5	VII-15	\$570.42
Woodhead, Ian	Coaching	SCC	20	VI-B	\$635.30

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
CLASSIFIED
JULY 13, 2020**

CLASSIFIEDNew Appointment

Hoskins, Joseph	Effective: June 17, 2020
Senior District Safety Officer (CL20-1398	Grade 13, Step 6 \$69,936.15
District Safety/ District	Effective: July 1, 2020
	Grade 13, Step 6 \$72,733.60

Professional Growth Increments

Ayers, Alicia	Effective: August 1, 2020
Sr. Account Clerk/ Continuing Ed./ OEC	Grade 10, Step 6 + 4PG (2000) \$ 64,825.48

Dahl, Kayla	Effective: August 1, 2020
Administrative Secretary/ Kinesiology/ SAC	Grade 12, Step 4 + 2PG (1000) \$63,677.38

Edwards, Zina	Effective: August 1, 2020
Student Program Specialist/ Counseling/ SCC	Grade 10, Step 6 + 10%L + 1PG (500) \$69,608.03

Espinosa, Laura	Effective: August 1, 2020
Administrative Clerk/ Academic Affairs/ SCC	Grade 10, Step 6 + 5%L + 5PG (2500) \$68,466.75

Hale, Kristine	Effective: August 1, 2020
Science Lab Coord./ Science, Math & Health/ SCC	Grade 13, Step 6 + 7.5%L + 4 PG (2000) \$80,188.62

Kang, Charles	Effective: August 1, 2020
Bookstore Buyer/ SCC	Grade 10, Step 3 + 3PG (1500) \$55,794.73

Kramer, Laura	Effective: August 1, 2020
Special Projects Specialist/ Counseling/ SCC	Grade 11, Step 3 + 3PG (1500) \$58,168.36

Lewis, Cammie	Effective: August 1, 2020
Sports Information Coord./ Kinesiology/ SAC	Grade 13, Step 4 + 2PG (1000) \$66,950.48

Professional Growth Increments cont'd

Mitocariu, Cip Applications Specialist III/ ITS	Effective: August 1, 2020 Grade 19, Step 3 + 1PG (500) \$89,391.67
Nguyen, Brian Financial Aid Analyst/ Financial Aid/SAC	Effective: August 1, 2020 Grade 11, Step 5 + 4 PG (2000) \$66,529.26
Rodriguez, Ruth Senior Interpreter/ DSPS/SAC	Effective: August 1, 2020 Grade 20, Step 6 + 10%L + 1PG (500) \$121,398.33
Soto Tellez, Roxell Admin. Sec./ Arts, Humanities & Soc. Sci./ SCC	Effective: August 1, 2020 Grade 12, Step 4 + 7 PG (3500) \$66,177.38
Tlaseca, Steve Sr. Clerk/ Continuing Ed./ CEC	Effective: August 1, 2020 Grade 8, Step 6 + 7.5%L + 2.5%Bil + 8PG (4000) \$67,536.37
Tse, EnTeh Auxiliary Services Specialist/ Continuing Ed./ OEC	Effective: August 1, 2020 Grade 10, Step 6 + 5%L + 13PG (6500) \$72,466.75
Vasquez, Pilar Administrative Secretary/ Math & Science/ SCC	Effective: August 1, 2020 Grade 12, Step 6 + 2.5%L + 3PG (1500) \$72,347.89
Vu, Sara Student Services Coord./ Counseling/ SAC	Effective: August 1, 2020 Grade 15, Step 4 + 4 PG (2000) \$75,355.65

Out of Class Assignment

Ayers, Alicia Special Projects Specialist/ Continuing Ed./ OEC	Effective: 07/01/20 – 06/30/21 Grade 11, Step 6 + 3 PG (1500) \$67,154.25
Sturru, Richard Dir, Information Systems/Human Resources/District	Effective: 07/01/20 – 12/31/20 Grade D, Step 2 \$127,619.54 <i>Supervisory</i>

Change in Position/Location

DeMaria, Steven District Safety Officer From: OEC To: SCC	Effective: June 18, 2020 Grade 9, Step 6 + 7.5%L + 5%SW \$65,108.55
Mendez Bocanegra, Zulema From: Counseling Assistant To: Student Program Specialist/Counseling/ SCC (Reclass 1197)	Effective: July 1, 2020 Grade 10, Step 3 + 5%L + 3PG (1500) \$58,509.47

Change in Salary Placement

Aguilar, Gina Sr. District Safety Officer/ District	Effective: December 12, 2019 Grade 13, Step 6 + 5%SW \$73,432.96 <i>Change in Step</i>
Kaveh, Haydeh Research Analyst/ Research/ District	Effective: 07/01/20 Grade 17, Step 4 + 1PG (500) \$82,993.62 <i>Correction rate change</i>
Kawa, Kevin Research Analyst/ President's Office/ SAC	Effective: 07/01/20 Grade 17, Step 3 \$78,554.06 <i>Correction rate change</i>
Martinez, Phillip District Safety Officer/ District	Effective: June 14, 2020 Grade 9, Step 6 \$57,874.27 <i>From Graveyard to Day Shift</i>
McLeod, Scott Sr. District Safety Officer/ District	Effective: January 21, 2020 Grade 13, Step 6 \$69,936.15 <i>Change in Step</i>
Poore, Jacob Research Analyst/ Ed. Services/ District	Effective: 07/01/20 Grade 17, Step 2 \$74,807.04 <i>Correction rate change</i>

Leave of Absence

Espinosa, Laura Administrative Clerk/ Academic Affairs/ SCC	Effective: 07/01/20 – 06/30/21 Reason: FMLA-Intermittent
Florentino, Rigoberto Sr Custodian-Utility Worker/ SAC	Effective: 05/15/20 – 07/24/20 Reason: FMLA

Leave of Absence cont'd

Heinsma, Todd Gardener/Utility Worker/ Admin. Services/ SCC	Effective: 05/29/20 – 06/10/20 Reason: EPSL
Ishikawa, Junko International Student Prog. Spec./ Enrollment/ SAC	Effective: 07/01/20 – 07/31/20 Reason: Non Work Days for 11 Month Contract
Lohman, Suzanne Student Services Coord./ Counseling/ SAC	Effective: 07/01/20 – 06/30/21 Reason: FMLA
Rodriquez, Bobby Custodian/ Admin. Services/ SCC	Effective: 06/03/20 – 09/03/20 Reason: FMLA
Swayne, Dorothy Student Services Coord./ Student Affairs/ SAC	Effective: 04/29/20 – 05/01/20 05/05/20 – 06/04/20 Reason: EFMLA/EPSL
Thomas, Elizabeth Financial Aid Analyst/ SCC	Effective: 06/15/20 - 07/17/20 Reason: FMLA
Urbina, Vanessa Administrative Secretary/ Fine & Performing Arts/ SAC	Effective: 07/06/20 – 12/28/20 Reason: EFMLA-Intermittent

CLASSIFIED HOURLY

Professional Growth Increment

Serna Laris, Ana Instructional Assistant-DSPS/ Continuing Ed./ OEC	Effective: August 1, 2020 Grade 6, Step A + 1PG (250) \$20.00/Hour + \$20.83/Mo. PG
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Out of Class Assignment

McMinimy, Tawny Accountant/ Admin. Services/ SCC	Effective: 07/01/20 – 06/30/21 Grade 13, Step A \$27.27/Hour
Plascencia, Ambar Senior Clerk/ Academic Affairs/ SAC	Effective: 06/16/20 – 06/30/20 Grade 8, Step A \$20.81/Hour Effective: 07/01/20 – 12/31/20 Grade 8, Step A \$21.64/Hour

Change in Position

Velasquez, Kimberly	Effective: July 6, 2020
From: Counseling Assistant/ Counseling/ SCC	19 Hours/Week 12 Months/Year
To: Senior Clerk (CL20-1385)	Grade 8, Step A \$21.64/Hour
Student Services/ SCC	

Leave of Absence

Delgado, Juan	Effective: 04/27/20 – 05/28/20
District Safety Officer/ District	Reason: EFMLA/EPSTL
Grajeda, Cynthia	Effective: 06/03/20 – 08/26/20
Child Dev. Intern/ Child Dev. Services	Reason: Parental Leave
Lee, Patrick	Effective: 04/25/20 – 07/31/20
District Safety Officer/ District	Reason: Unpaid Leave of Absence
Shah, Sumitra	Effective: 08/10/20 – 08/14/20
Learning Assistant/ Student Services/ SCC	12/14/20 – 12/18/20
	01/04/21 – 01/08/21
	06/07/21 – 06/11/21
	Reason: Non-Work Days for 11 Month Contract

Ratification of Resignation/Retirement

Mendoza, Nelida	Effective: June 2, 2020
Trustee	Reason: Resignation
Torres, David	Effective: August 16, 2020
Instructional Assistant/ Math & Science/ SCC	Reason: Resignation

TEMPORARY ASSIGNMENT

Short Term Assignment

Anlevo, Kelly	Effective: 07/14/20 – 06/30/21
Learning Facilitator/ Science, Math & Health/ SAC	Grade 8 \$21.64/Hour
Bagheri, Rod	Effective: 08/24/20 – 06/06/21
Accompanist/ Fine & Performing Arts/ SAC	Grade 10 \$23.57/Hour

Short Term Assignment cont'd

Barrios, Nicolas Learning Facilitator/ Science, Math & Health/ SAC	Effective: 07/14/20 – 06/30/21 Grade 8 \$21.64/Hour
Bright, Daniel Athletic Trainer-Therapist/ Kinesiology/ SAC	Effective: 08/03/20 – 06/30/21 Grade 14 \$28.74/Hour
Brooks, Ashton Learning Facilitator/ Science, Math & Health/ SAC	Effective: 07/14/20 – 06/30/21 Grade 8 \$ 21.64/Hour
Cain, Morgan Learning Facilitator/ Science, Math & Health/ SAC	Effective: 07/14/20 – 6/30/21 Grade 8 \$21.64/Hour
Campos, Daniela Job Developer/ Business Div./ SAC	Effective: 07/14/20 – 06/30/21 Grade 12 \$25.91/Hour
Dang, Thanh T. Instructional Assistant/ Student Services/ SAC	Effective: 07/14/20 – 06/30/21 Grade 5 \$19.31/Hour
David, Aeron Learning Facilitator/ Science, Math & Health/ SAC	Effective: 07/14/20 – 06/30/21 Grade 8 \$21.64/Hour
Diya, Courtney Learning Facilitator/ Science, Math & Health/ SAC	Effective: 07/14/20 – 06/30/21 Grade 8 \$21.64/Hour
Dodd, Joshua Instructional Assistant/ Business Div./ SAC	Effective: 07/14/20 – 06/30/21 Grade 5 \$19.31/Hour
Eljaouhari, Samara Learning Facilitator/ Science, Math & Health/ SAC	Effective: 07/14/20 – 06/30/21 Grade 8 \$21.64/Hour
Fajardo, April Instructional Assistant/ Counseling/ SAC	Effective: 08/24/20 – 06/30/21 Grade 5 \$19.31/Hour

Short Term Assignment cont'd

Fajardo, April Instructional Assistant/ Math & Science/ SAC	Effective: 07/14/20 – 06/30/21 Grade 5 \$19.31/Hour
Fisher, Ivette Library Clerk/ Fine & Performing Arts/ SAC	Effective: 08/24/20 – 12/12/20 Grade 6 \$20.00/Hour
Foyle, Shane Instructional Assistant/ Math & Science/ SAC	Effective: 07/14/20 – 06/30/21 Grade 5 \$19.31/Hour
Ha, Christine Instructional Assistant/ Science, Math & Health/ SAC	Effective: 07/14/20 – 06/30/21 Grade 5 \$19.31/Hour
Harmon, Shane Learning Facilitator/ Science, Math & Health/ SAC	Effective: 07/14/20 – 06/30/21 Grade 8 \$21.64/Hour
Hashemi, Tari Instructional Assistant/ Math & Science/ SAC	Effective: 07/14/20 – 06/30/21 Grade 5 \$19.31/Hour
Hawkins, Troy Learning Facilitator/ Math & Science/ SAC	Effective: 07/14/20 – 06/30/21 Grade 8 \$21.64/Hour
Hernandez, Jessica Instructional Assistant/ Math & Science/ SAC	Effective: 07/14/20 – 06/30/21 Grade 5 \$19.31/Hour
Hernandez, Louis Cashier/ Auxiliary Services/ SAC	Effective: 07/15/20 – 11/27/20 Grade 3 \$18.11/ Hour
Holcombe, Drew Learning Facilitator/ Science, Math & Health/ SAC	Effective: 07/14/20 – 06/30/21 Grade 8 \$21.64/Hour
Horner, Colby Learning Facilitator/ Science, Math & Health/ SAC	Effective: 07/14/20 – 06/30/21 Grade 8 \$21.64/Hour

Short Term Assignment cont'd

Huerta, Stephanie Instructional Assistant/ Science, Math & Health/ SAC	Effective: 07/14/20 – 06/30/21 Grade 5 \$19.31/Hour
Huynh, Loc Learning Facilitator/ Science, Math & Health/ SAC	Effective: 07/14/20 – 06/30/21 Grade 8 \$21.64/Hour
Jose, Tara Instructional Assistant/ Math & Science/ SAC	Effective: 07/14/20 – 06/30/21 Grade 5 \$19.31/Hour
Koshak, Joel Instructional Assistant/ Math & Science/ SAC	Effective: 07/14/20 – 06/30/21 Grade 5 \$19.31/Hour
Kubo, Anna Instructional Assistant/ Math & Science/ SAC	Effective: 07/14/20 – 06/30/21 Grade 5 \$19.31/Hour
Leal, Soraida Instructional Assistant/ Math & Science/ SAC	Effective: 07/14/20 – 06/30/21 Grade 5 \$19.31/Hour
Machacon, Joshua Learning Facilitator/ Science, Math & Health/ SAC	Effective: 07/14/20 – 06/30/21 Grade 8 \$21.64/Hour
Massey, John Accompanist/ Fine & Performing Arts/ SAC	Effective: 08/24/20 – 12/12/20 Grade 10 \$23.57/Hour
Miramontes, Denise Instructional Assistant/ Science, Math & Health/ SAC	Effective: 07/14/20 – 06/30/21 Grade 5 \$19.31/Hour
Nguyen, Huy G Instructional Assistant/ Business Div./ SAC	Effective: 07/14/20 – 06/30/21 Grade 5 \$19.31/Hour
Nguyen, Thi T. Instructional Assistant/ Math & Science/ SAC	Effective: 07/14/20 – 06/30/21 Grade 5 \$19.31/Hour

Short Term Assignment cont'd

Otiz, Sonora Instructional Assistant/ Math & Science/ SAC	Effective: 07/14/20 – 06/30/21 Grade 5 \$19.31/Hour
Patel, Neelam Instructional Assistant/ Math & Science/ SAC	Effective: 07/14/20 – 06/30/21 Grade 5 \$19.31/Hour
Perez, Mayra Student Services Specialist/ Business Div./ SAC	Effective: 07/14/20 – 06/30/21 Grade 10 \$23.57/Hour
Pham, Andy Learning Facilitator/ Science, Math & Health/ SAC	Effective: 07/14/20 – 06/30/21 Grade 8 \$21.64/Hour
Plascencia, Cynthia Auxiliary Services Specialist/ Auxiliary Services/ SAC	Effective: 07/15/20 – 11/30/20 Grade 10 \$23.57/Hour
Quijada, Jazmin Instructional Center Tech./ Business Div./ SAC	Effective: 07/14/20 – 06/30/21 Grade 7 \$20.80/Hour
Robillard, Brant Instructional Assistant/ Math & Science/ SAC	Effective: 07/14/20 – 06/30/21 Grade 5 \$19.31/Hour
Robillard, Brant Learning Facilitator/ Science, Math & Health/ SAC	Effective: 07/14/20 – 06/30/21 Grade 8 \$21.64/Hour
Rodriguez, Stephanie Instructional Assistant/ Counseling/ SAC	Effective: 08/24/20 – 06/30/21 Grade 5 \$19.31/Hour
Salazar, Arturo Instructional Assistant/ Math & Science/ SAC	Effective: 07/14/20 – 06/30/21 Grade 5 \$19.31/Hour
Sharifzad, Gulalai Learning Facilitator/ Science, Math & Health/ SAC	Effective: 07/14/20 – 06/30/21 Grade 8 \$21.64/Hour

Short Term Assignment cont'd

Shull, Garrett Learning Facilitator/ Science, Math & Health/ SAC	Effective: 07/14/20 – 06/30/21 Grade 8 \$21.64/Hour
Sorensen, Colton Learning Facilitator/ Science, Math & Health/ SAC	Effective: 07/14/20 – 06/30/21 Grade 8 \$21.64/Hour
Tapia, Julian Cashier/ Auxiliary Services/ SAC	Effective: 07/14/20 – 11/27/20 Grade 3 \$18.11/Hour
Taylor, Kyle Instructional Assistant/ Math & Science/ SAC	Effective: 07/14/20 – 06/30/21 Grade 5 \$19.31/Hour
Tinajero, Charlene Counseling Assistant/ Counseling/ SAC	Effective: 07/14/20 – 08/28/20 Grade 5 \$19.31/Hour
Tonies, Tori Learning Facilitator/ Science, Math & Health/ SAC	Effective: 07/14/20 – 06/30/21 Grade 8 \$21.64/Hour
Tran, Ngoc T Instructional Assistant/ Math & Science/ SAC	Effective: 07/14/20 – 06/30/21 Grade 5 \$19.31/Hour
Tran, Theresa T Instructional Assistant/ Math & Science/ SAC	Effective: 07/14/20 – 06/30/21 Grade 5 \$19.31/Hour
Trapani, Peter Learning Facilitator/ Science, Math & Health/ SAC	Effective: 07/14/20 – 06/30/21 Grade 8 \$21.64/Hour
Tucker, Katharine Learning Facilitator/ Science, Math & Health/ SAC	Effective: 07/14/20 – 06/30/21 Grade 8 \$21.64/Hour
Vu, Janet Learning Facilitator/ Science, Math & Health/ SAC	Effective: 07/14/20 – 06/30/21 Grade 8 \$21.64/Hour

Short Term Assignment cont'd

Vu, Jennifer Learning Facilitator/ Science, Math & Health/ SAC	Effective: 07/14/20 – 06/30/21 Grade 8 \$21.64/Hour
Whitehead, Theresa Learning Facilitator/ Science, Math & Health/ SAC	Effective: 07/14/20 – 06/30/21 Grade 8 \$21.64/Hour
Williams, Jacob Learning Facilitator/ Science, Math & Health/ SAC	Effective: 07/14/20 – 06/30/21 Grade 8 \$21.64/Hour
Younis, Malath Instructional Assistant/ Science, Math & Health/ SAC	Effective: 07/14/20 – 06/30/21 Grade 5 \$19.31/Hour

Additional Hours for Ongoing Assignment

Arzate, Daisy Admissions & Records Spec I/ Continuing Ed./ CEC	Effective: 05/22/20 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Bolainez, Elvis Cashier/ Auxiliary Services/ SAC	Effective: 07/15/20 – 11/27/20 Not to exceed 19 consecutive working days in any given period.
Champion, Michael Learning Facilitatory/ Math & Science/ SCC	Effective: 08/17/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Crisantos, Angela Counseling Assistant/ DSPS/ SAC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Fantone, Calvin Learning Facilitator/ Humanities & Soc. Sci./ SAC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Gutierrez, Issac Learning Facilitator/ Math & Science/ SCC	Effective: 08/17/20 – 06/04/21 Not to exceed 19 consecutive working days in any given period.

Additional Hours for Ongoing Assignment cont'd

Hollister, Deborah Cashier/ Auxiliary Services/ SAC	Effective: 07/15/20 – 11/27/20 Not to exceed 19 consecutive working days in any given period.
Leanos, Natalie Instructional Center Tech./ Humanities & Soc. Sci./ SAC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Martynenko, Galina Instructional Center Tech./ Humanities & Soc. Sci./ SAC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Medina La Rosa, Jorge Learning Facilitator/ Humanities & Soc. Sci./ SAC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Nguyen, Jay Admissions & Records Spec. I/ Student Services/SCC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Phan, David Learning Facilitator/ Humanities & Soc. Sci./ SAC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Plascencia, Ambar Sr. Clerk/ Academic Affairs/ SAC	Effective: 06/16/20 – 12/31/20 Not to exceed 19 consecutive working days in any given period.
Ramirez, Abigail Counseling Assistant/ Counseling/ SAC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Ramirez Velasquez, Alejandro Student Services Coord./Enrollment/ SCC	Effective: 07/06/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Reyes, Gloria Student Services Spec./ Student Services/ SCC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Rios, Denise Instructional Assistant/ Student Services/ SAC	Effective: 07/06/20 – 07/31/20 Not to exceed 19 consecutive working days in any given period.

Additional Hours for Ongoing Assignment cont'd

Rodil, Jessamine Learning Facilitator/ Humanities & Soc. Sci./ SAC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Rosales Rojas, Rogelio Learning Facilitator/ Humanities & Soc. Sci./ SAC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Ruesga, Claudia Instructional Assistant/ Humanities & Soc. Sci./ SAC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Siegel, Sue Cashier/ Auxiliary Services/ SAC	Effective: 07/15/20 – 11/27/20 Not to exceed 19 consecutive working days in any given period.
Silk, Jesse Learning Facilitator/ Humanities & Soc. Sci./ SAC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Solorzano, Vanessa Instructional Assistant/ Math & Science/ SCC	Effective: 07/01/20 – 08/08/20 Not to exceed 19 consecutive working days in any given period.
Urquidi, Anthony Learning Facilitator/ Humanities & Soc. Sci./ SAC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.

Substitute Assignments

Mata, Alexandra Business Services Coord./ Ed. Services/ SBDC	Effective: 05/28/20 – 06/30/20
Rodriguez, Liliana Student Services Coord./ Student Services/ SAC	Effective: 07/01/20 – 12/31/20 Not to exceed 19 consecutive working days in any given period.
Guillen, Sandra Student Services Specialist/ Student Services/ SAC	Effective: 08/03/20 – 12/18/20

MISCELLANEOUS POSITIONS

Childs, Wendy Sign Language Interpreter II/ DSPTS/ SAC & SCC	Effective: 07/01/20 – 06/30/21
Cons, Mayra Clerical Assistant/ Child Dev. Services/ District	Effective: 08/17/20 – 06/30/21
Depetris, Gina Sign Language Interpreter III/ DSPTS/ SAC & SCC	Effective: 07/01/20 – 06/30/21
Drevlow, Laurie Sign Language Interpreter VII/ DSPTS/ SAC & SCC	Effective: 07/01/20 – 06/30/21
Hawkins, Jimmy Sign Language Interpreter VII/ DSPTS/ SAC & SCC	Effective: 07/01/20 – 06/30/21
Inouye, Chris Sign Language Interpreter III/ DSPTS/ SAC & SCC	Effective: 07/01/20 – 06/30/21
Loyola, Hugo Business Expert Professional II/ Ed. Services/ SBDC	Effective: 06/16/20 – 06/30/21
Maldonado, Elizabeth Sign Language Interpreter II/ DSPTS/ SAC & SCC	Effective: 07/01/20 – 06/30/21
Ormita, Mark Sign Language Interpreter IV/ DSPTS/ SAC & SCC	Effective: 07/01/20 – 06/30/21
Shiba, Lisa Sign Language Interpreter IV/ DSPTS/ SAC & SCC	Effective: 07/01/20 – 06/30/21
Woolard Abigail Sign Language Interpreter VII/ DSPTS/ SAC & SCC	Effective: 07/01/20 – 06/30/21

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources

To:	Board of Trustees	Date: July 13, 2020
Re:	Approval of a Professional Services Agreement with Solomon Law APC 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 and other personnel related matters. On occasions with complaints, which are more complex and extensive the District utilizes third party investigative firms, this helps maintain independence and legal timelines. Currently, the District has two investigation firms who are under retention, it is recommended to add a third to help maintain impartiality.

ANALYSIS

Solomon Law, APC are recognized as a statewide 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 employee concerns.

The term of this agreement is from July 1, 2020 through June 30, 2021.

RECOMMENDATION

It is recommended the Board of Trustees approve the Professional Services Agreement with Solomon Law APC for investigative services as presented.

Fiscal Impact: Based on Utilization	Board Date: July 13, 2020
Item Prepared by: Tracie Green, Vice Chancellor, Human Resources	
Item Submitted by: Tracie Green, Vice Chancellor, Human Resources	
Item 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 and Solomon Law APC a legal firm who will be carrying out workplace investigations, having its principal business address located at 1999 Avenue of the Stars, Suite 1100, Los Angeles, CA 90067 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 07/01/2020, whichever is later, and shall continue in full force and effect thereafter until and including 06/30/2021 (“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 three hundred fifty per hour Dollars (\$350.00) ("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, Vice Chancellor, Business Operations/Fiscal Services
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, Suite 407
Santa Ana, CA 92706

Contractor: Nancy Solomon, President/Owner
1999 Avenue of the Stars, Suite 1100
Los Angeles, CA 90067

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 of which together shall constitute one and the same agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this agreement, signifies the parties' mutual consent to conduct transactions electronically. Pursuant to the California Uniform Electronic Transactions Act ("UETA") (Cal. Civ. Code § 1633.1 et seq.) and California Government Code 16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.

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

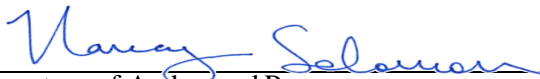
BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor, Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY:  _____
Signature of Authorized Person

Print Name: __Nancy Solomon

Print Title: __President/Owner

Date: 6.8.2020

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.

Payment. : As compensation for the services to be performed by the Contractor pursuant to this Agreement District agrees to pay Solomon Law's counsel an hourly fee of \$325.00 for work performed and for travel time and Nancy Solomon an hourly fee of \$350.00. Client agrees to pay these rates unless and until they are adjusted. Client also agrees that if counsel is called to testify regarding the investigation, such as at a deposition, trial, arbitration or in any other venue, Client will pay counsel at their hourly rate for all hours spent preparing for and giving such testimony and for travel time. Solomon Law charges time in a minimum unit of one tenth (.1) of an hour.

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

Resolution for Adoption of the Public Agency Retirement Services (“PARS”) Retirement Plan

Resolution No. 20-15

Whereas, the Board of Trustees has determined that in the best fiscal interest of the District and its employees the District shall provide a retirement incentive offer to eligible classified, faculty, management, and other designated employees who wish to voluntarily exercise their option to separate from District service; and

Whereas, the District has worked with PARS to conduct an analysis of a Supplementary Retirement Plan (“SRP”), an early retirement incentive program for eligible employees, and has made the SRP available to the District to supplement CalSTRS/PERS; and

Whereas, once offered, the District will have the ability to retract the offer if the District’s fiscal and operational objectives are not met; and

Whereas, if the District cancels the SRP, all resignations would automatically be rescinded; and

Whereas, there will be no cash option available to employees in lieu of this retirement incentive offer;

Whereas, the District, after duly engaging in necessary bargaining and consultations with affected employee organizations, now desires to adopt the SRP contingent upon whether the final enrollment meets the District’s fiscal and operational objectives, and to fund the employee incentive through non-elective employer contributions to the PARS-designated Internal Revenue Code Section 403(b) provider.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Rancho Santiago Community College District:

- (1) Hereby adopts and approves the SRP, contingent on meeting the requirements set forth herein, and as detailed in the attached documentation, as part of the District’s retirement program; and
- (2) Determines the SRP and the retirement incentive must meet the District’s fiscal and operational objectives in order for the SRP to go into effect as determined by the District. If these fiscal and operational objectives are not reached, the District may withdraw the SRP and the retirement incentive, in which case the employee resignations may be rescinded notwithstanding Board Policy 7350; and
- (3) Hereby appoints Chancellor Marvin Martinez, or his designee, as the District’s SRP Administrator; and the District’s SRP Administrator is authorized, on behalf of the District, to execute additional related agreements, subject to subsequent ratification by

the Board of Trustees, and other documents, and to take whatever further actions are necessary to maintain the District's participation in the SRP, and to maintain the District's compliance with applicable laws and regulations.

I Marvin Martinez, Secretary of the Board of Trustees of Rancho Santiago Community College District, hereby certify that on July 13, 2020, this Resolution was adopted by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Marvin Martinez
Secretary to the Board of Trustees

2020-2021 Supplementary Retirement Plan

Rancho Santiago Community College District

Faculty, Classified Non-Management, Child Development, Academic Administrators, and
Classified Administrators/Supervisors/Confidential

June 16, 2020 – Version 3

With regard to the Supplementary Retirement Plan (“SRP”) the Rancho Santiago Community College District (“District”) has approved the following:

1.0 Eligibility

- 1.1 Those employees who are members of the Faculty Association Rancho Santiago Community College District (“Faculty”) who:
- a) Are employed by the District as of July 13, 2020;
 - b) Are 1.0 FTE (full-time equivalence);
 - c) Have completed at least two (2) years of District service as of December 31, 2020.
 - d) Are eligible to retire under CalSTRS (age 55 with 5 years of CalSTRS service credit or age 50 with 30 years of CalSTRS service credit) or CalPERS (age 50 with 5 years of CalPERS service credit) as of December 31, 2020;
 - e) Submit all required SRP enrollment materials and District Resignation Form to the office of Public Agency Retirement Services (“PARS”) by August 28, 2020; and
 - f) Have resigned from District employment effective after completing the 2020-2021 Fall Semester on or before December 31, 2020.
- 1.2 Those employees who are members of CSEA Chapter 579 (“Classified Non-Management”), CSEA Chapter 888 (“Child Development”), Academic Administrators, and Classified Administrators/Supervisors/Confidential who:
- a) Are employed by the District as of July 13, 2020;
 - b) Are 1.0 FTE (full-time equivalence);
 - c) Have completed at least two (2) years of District service as of September 30, 2020.
 - d) Are eligible to retire under CalSTRS (age 55 with 5 years of CalSTRS service credit or age 50 with 30 years of CalSTRS service credit) or CalPERS (age 50 with 5 years of CalPERS service credit) as of September 30, 2020;
 - e) Submit all required SRP enrollment materials and District Resignation Form to the office of Public Agency Retirement Services (“PARS”) by August 28, 2020; and
 - f) Have resigned from District employment effective on September 30, 2020.

PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.

2020-2021 Supplementary Retirement Plan

Rancho Santiago Community College District

Faculty, Classified Non-Management, Child Development, Academic Administrators, and
Classified Administrators/Supervisors/Confidential

June 16, 2020 – Version 3

2.0 Participation Requirements

- 2.1 The SRP must have sufficient plan participation in order to meet the District's fiscal and operational objectives by the enrollment deadline of August 28, 2020, in order for the incentive to go into effect. Participating employees shall submit all required SRP enrollment materials and District Resignation Form to PARS on or before this deadline. As of the enrollment deadline, resignations of participants are irrevocable and may not be rescinded unless the District withdraws the SRP pursuant to Paragraph 2.2 below.
- 2.2 If a level of participation acceptable to the District has not been reached as of the enrollment deadline, the District may withdraw the SRP, and it will notify enrolled employees of the withdrawal on or before September 18, 2020. If the District withdraws the SRP resignations will automatically be rescinded.
- 2.3 Participation for Faculty employees in the SRP requires all of the following:
- a) Submission of all required SRP enrollment materials and District Resignation Form to the office PARS by August 28, 2020; and
 - b) Resignation from District employment effective after completing the 2020-2021 Fall Semester on or before December 31, 2020.
- 2.4 Participation for Classified Non-Management, Child Development, Academic Administrators, Classified Administrators/Supervisors/Confidential employees in the SRP requires all of the following:
- a) Submission of all required SRP enrollment materials and District Resignation Form to the office PARS by August 28, 2020; and
 - b) Resignation from District employment effective on September 30, 2020.
- 2.5 Participating employees shall not be eligible for any other District sponsored retirement incentive programs.
- 2.6 Participating employees shall be prohibited from working for the District in a full-time capacity without forfeiting their SRP benefit. However, participating employees may work as Adjuncts (part-time) and Substitutes.

3.0 Incentive Payments

- 3.1 Regarding the basic incentive under this plan:
- a) The District shall make non-elective employer contributions to the participant's 403(b) annuity contract held at Pacific Life Insurance Company ("Pacific Life").

PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.

2020-2021 Supplementary Retirement Plan

Rancho Santiago Community College District

Faculty, Classified Non-Management, Child Development, Academic Administrators, and
Classified Administrators/Supervisors/Confidential

June 16, 2020 – Version 3

- b) For Faculty, the sum of the contributions shall equal 75% of Final Pay, according to the following schedule:

Contribution Date	Percent of Final Pay
January 10, 2021	15%
January 10, 2022	15%
January 10, 2023	15%
January 10, 2024	15%
January 10, 2025	15%
Total Contributions	75%

- c) For Classified Non-Management, Child Development, Academic Administrators, and Classified Administrators/Supervisors/Confidential employees, the sum of the contributions shall equal 75% of Final Pay, according to the following schedule:

Contribution Date	Percent of Final Pay
October 10, 2020	15%
October 10, 2021	15%
October 10, 2022	15%
October 10, 2023	15%
October 10, 2024	15%
Total Contributions	75%

- d) For purposes of this plan, Final Pay shall be defined as follows:

- i. The final annual base salary (inclusive of career increment/longevity) for the 2020-2021 Fiscal Year.
- ii. Final Pay does not include differentials, stipends, and extra and hourly assignments, overload and overtime pay as applicable.
- iii. For those participating in the Reduced Workload Program, Final Pay shall be defined as the final annual base salary (inclusive of career increment/longevity) for the 2020-2021 Fiscal Year as if the participating employee was working 1.0 FTE.
- iv. For those on a temporary leave of absence (of any kind), Final Pay shall be defined as the final annual base salary (inclusive of career increment/longevity) for the 2020-2021 Fiscal Year as if the participating employee had worked in the same classification in regular status for the entire 2020-2021 Fiscal year.

3.2 Alternative monthly forms of payment of equivalent present value to the basic benefit, which shall be paid in the form of a monthly life annuity, shall be offered. They shall include:

- a) Monthly 100% joint-and-survivor payments; and
- b) Monthly lifetime payments with a ten (10) year guarantee; and
- c) Fixed term monthly payments from five (5) to fifteen (15) years. These payments are guaranteed to the participant for the full term selected.

PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.
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2020-2021 Supplementary Retirement Plan

Rancho Santiago Community College District

Faculty, Classified Non-Management, Child Development, Academic Administrators, and
Classified Administrators/Supervisors/Confidential

June 16, 2020 – Version 3

- 3.3 The amount of monthly or annual cash payment shall be fixed upon annuity purchase date and shall not be subject to increase thereafter.
- 3.4 The choice of form of payment (and the choice of payment beneficiary if choosing a joint and survivor form of payment) shall become final upon August 28, 2020 and shall not be subject to change thereafter.
- 3.5 Participants shall not have a cash option to the employer 403(b) contributions.
- 3.6 All contributions into the participant's 403(b) account must be made in accordance with applicable IRS Rules and Regulations.
- 3.7 SRP benefits are scheduled to commence as follows:
- a) For Faculty: February 1, 2021; and
 - b) For Classified Non-Management, Child Development, Academic Administrators, Classified Administrators/Supervisors/Confidential employees: November 1, 2020.

4.0 Contract Administrator

- 4.1 The Contract Administrator for the SRP shall be PARS.

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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: July 13, 2020
Re: Approval of Agreement for Administrative Services with Phase II Systems Corporation dba Public Agency Retirement Services	
Action: Request for Approval	

BACKGROUND

The Rancho Santiago Community College District (RSCCD) is developing a Supplemental Retirement Plan through Phase II Systems corporation dba Public Agency Retirement Services (“PARS”) that will provide early retirement incentive programs for faculty, managers, confidential and classified employees who are nearing retirement and/or are eligible to retire under CalSTRS or CalPERS. A successful early retirement incentive program could generate substantial savings for the RSCCD and help mitigate some of the pending budget cuts to higher education proposed in the state budget.

ANALYSIS

The administration recommends approval of this agreement with PARS for administrative services. The scope of services includes analysis of the fiscal impact to RSCCD, plan implementation including benefit communication strategies and documentation to establish the plan, and overall administration of the plan. Under this agreement, PARS shall be paid an administration fee equal to five and one-half percent (5.50%) of all premiums made by the district on behalf of those employees that choose to participate in the plan, subject to a \$5,000.00 minimum per year for five years.

RECOMMENDATION

It is recommended that the Board approve this administrative services agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into the agreement on behalf of the district.

Fiscal Impact:	\$360,855.00	Board Date: July 13, 2020
Prepared by:	Patricia S. Duenez, Assistant to the Vice Chancellor	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement (“Agreement”) is made this _____ day of _____, 2020, by and between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services and PARS (hereinafter “PARS”) and the Rancho Santiago Community College District (“Agency”).

WHEREAS, the Agency is desirous of retaining PARS to act as administrator to assist the Agency in the establishment of early retirement incentive programs through contributions to purchase an *IRC 403(b)* fixed annuity contract (“Plan”), for the benefit of Agency’s eligible employees and their beneficiaries (“Participants”); and

WHEREAS, the Agency wishes for PARS to provide consulting, analytical, and administrative services necessary to implement the Plan; and

WHEREAS, in performance of the duties set forth hereinafter PARS shall designate from time to time a custodian and/or trustee to receive Employer Plan contributions (“Custodian”) designated for Participants; and

WHEREAS, in performance of the duties set forth hereinafter, PARS shall designate from time to time an insurance company for the purpose of paying Participants a specified amount of money on a regular basis over a specified period of time (“Insurance Company”) pursuant to the terms of the Plan.

NOW THEREFORE, the parties agree:

1. **Services.** PARS will provide the services pertaining to the Plan as described in the exhibit attached hereto as “Exhibit 1A” (“Services”) in a timely manner, subject to the further provisions of this Agreement.
2. **Fees for Services.** PARS will be compensated for performance of the Services as described in the exhibit attached hereto as “Exhibit 1B”.
3. **Payment Terms.** Payment for the Services will be remitted directly from contributions for the Plan that Agency has made to the Custodian unless otherwise stated in Exhibit 1B. In the event that the Agency chooses to make payment directly to PARS, it shall be the responsibility of the Agency to remit payment directly to PARS based upon an invoice prepared by PARS and delivered to the Agency. If payment is not received by PARS within thirty (30) days of the invoice delivery date, the balance due shall bear interest at the rate of 1.5% per month.
4. **Fees for Services Beyond Scope.** Fees for services beyond those specified in this Agreement will be billed to the Agency at the rates indicated in the PARS standard fee schedule in effect at the time the services are provided and shall be payable as described in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with a detailed description of the services, terms, and applicable rates for such services. Such services, terms, and applicable rates shall be agreed upon in writing and executed by both parties.

5. **Information Furnished to PARS.** PARS will provide the Services contingent upon the Agency providing PARS the information specified in the exhibit attached hereto as “Exhibit 1C” (“Data”). It shall be the responsibility of the Agency to certify the accuracy, content and completeness of the Data so that PARS may rely on such information without further audit. It shall further be the responsibility of the Agency to deliver the Data to PARS in such a manner that allows for a reasonable amount of time for the Services to be performed. Unless specified in Exhibit 1A, PARS shall be under no duty to question Data received from the Agency, to compute contributions made to the Plan, to determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or to determine or inquire whether contributions made to the Plan are in compliance with the Plan or applicable law. In addition, PARS shall not be liable for non-performance of Services to the extent such non-performance is caused by or results from erroneous and/or late delivery of Data from the Agency. In the event that the Agency fails to provide Data in a complete, accurate and timely manner and pursuant to the specifications in Exhibit 1C, PARS reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon no less than ninety (90) days written notice to the Agency.
6. **Suspension of Contributions.** In the event contributions are suspended, either temporarily or permanently, prior to the complete discharge of PARS’ obligations under this Agreement, PARS reserves the right to bill the Agency for Services under this Agreement at the rates indicated in PARS’ standard fee schedule in effect at the time the services are provided, subject to the terms established in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with written notice of the subject services, terms, and an estimate of the fees therefore.
7. **Records.** During the term of this Agreement, and for a period of five (5) years after termination of this Agreement, PARS shall provide duly authorized representatives of the Agency access to all records and material relating to calculation of PARS’ fees under this Agreement. Such access shall include the right to inspect, audit and reproduce such records and material and to verify reports furnished in compliance with the provisions of this Agreement. All information so obtained shall be accorded confidential treatment as provided under applicable law.
8. **Confidentiality.** Without the Agency’s consent, PARS shall not disclose any information relating to the Plan except to duly authorized officials of the Agency and to parties retained by PARS to perform specific services within this Agreement. The Agency shall not disclose any information relating to the Plan to individuals not employed by the Agency without the prior written consent of PARS, except as such disclosures may be required by applicable law.
9. **Independent Contractor.** PARS is and at all times hereunder shall be an independent contractor. As such, neither the Agency nor any of its officers, employees or agents shall have the power to control the conduct of PARS, its officers, employees or agents, except as specifically set forth and provided for herein. PARS shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers’ compensation and similar matters.
10. **Indemnification.** PARS and Agency hereby indemnify each other and hold the other harmless, including their respective officers, directors and employees, from any claim, loss,

demand, liability, or expense, including reasonable attorneys' fees and costs, incurred by the other as a consequence of, to the extent, PARS' or Agency's, as the case may be, negligent acts, errors, or omissions with respect to the performance of their respective duties hereunder.

11. **Compliance with Applicable Law.** The Agency shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding the administration of the Plan. PARS shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding Plan administrative services provided under this Agreement.
12. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal proceedings to enforce or interpret this Agreement, venue and jurisdiction shall be in any state court of competent jurisdiction.
13. **Force Majeure.** When a party's nonperformance hereunder was beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that its performance is prevented by such cause. Such cause shall include, but not be limited to: any incidence of fire, flood, acts of God or unanticipated communicable disease, acts of terrorism or war commandeering of material, products, plants or facilities by the federal, state or local government, a material act or omission by the other party or any law, ordinance, rule, guidance or recommendation by the federal, state or local government, or any agency thereof, which becomes effective after the date of this Agreement that delays or renders impractical either party's performance under the Agreement.
14. **Ownership of Reports and Documents.** The originals of all letters, documents, reports, and data produced for the purposes of this Agreement shall be delivered to, and become the property of the Agency. Copies may be made for PARS but shall not be furnished to others without written authorization from Agency.
15. **Designees.** The Agency, or their designee, shall have the authority to act for and exercise any of the rights of the Agency as set forth in this Agreement, subsequent to and in accordance with the written authority granted by the Governing Board of the Agency through adoption of a Resolution, a copy of which writing shall be delivered to PARS. Any officer of PARS, or his or her designees, shall have the authority to act for and exercise any of the rights of PARS as set forth in this Agreement.
16. **Notices.** All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of the notices in person or by depositing the notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:
 - (A) To PARS: PARS; 4350 Von Karman Avenue, Suite 100, Newport Beach, CA 92660; Attention: President
 - (B) To Agency: Rancho Santiago Community College District; 2323 North Broadway, Santa Ana, CA 92706; Attention: _____ [Plan Administrator Title]

Notices shall be deemed given on the date received by the addressee.

17. **Term of Agreement.** This Agreement shall remain in effect for the period beginning July 13, 2020 and ending July 12, 2025 (“Term”). This Agreement will continue unchanged for successive twelve-month periods following the Term unless either party gives written notice to the other party of the intent to terminate prior to ninety (90) days before the end of the Term. However, the Agreement will terminate following the benefit payment to the last surviving Participant and any residual interest earnings held in the Agency’s custody account, if any, will be returned to the Agency.
18. **Amendment.** This Agreement may not be amended orally, but only by a written instrument executed by the parties hereto.
19. **Entire Agreement.** This Agreement, including exhibits, contains the entire understanding of the parties with respect to the subject matter set forth in this Agreement. In the event a conflict arises between the parties with respect to any term, condition or provision of this Agreement, the remaining terms, conditions and provisions shall remain in full force and legal effect. No waiver of any term or condition of this Agreement by any party shall be construed by the other as a continuing waiver of such term or condition.
20. **Attorney’s Fees.** In the event any action is taken by a party hereto to enforce the terms of this Agreement, the prevailing party therein shall be entitled to receive its reasonable attorney’s fees.
21. **Counterparts.** This Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart.
22. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
23. **Effective Date.** This Agreement shall be effective on the date first above written, and also shall be the date the Agreement is executed.
24. **Further Acts.** The Parties shall execute all such further and additional documents as shall be reasonable, convenient, necessary, or desirable to carry out the provisions of this Agreement, including but not limited to any Custodial Agreement and/or Trust Agreement as shall be required by PARS and/or the Custodian/Trustee.

AGENCY:

BY: _____
 Plan Administrator Name

TITLE: _____

DATE: _____

PARS:

BY: _____
 Tod Hammeras

TITLE: _____
 Chief Financial Officer

DATE: _____

EXHIBIT 1A
SERVICES

PARS will provide the following services for the Rancho Santiago Community College District:

1. Plan Consultation Services:
 - (A) Meeting with Agency personnel to discuss the impact to the Agency of implementing a Plan;
 - (B) If appropriate, completing a fiscal analysis, based on data and assumptions provided by Agency, to determine the fiscal feasibility of a Plan;
 - (C) Meeting with Agency personnel to discuss the fiscal analysis and receive feedback on the analysis, data, and assumptions made;
 - (D) Making appropriate revisions to the fiscal analysis as directed by Agency.

2. Plan Installation Services:
 - (A) Meeting with Agency personnel to finalize Plan provisions, implementation timelines, benefit communication strategies, data reporting and contribution submission requirements;
 - (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;
 - (C) Providing the documentation needed to establish the Plan to be reviewed and approved by Agency legal counsel. Resulting final Plan documentation must be approved by the Agency prior to the commencement of PARS Plan Administration Services outlined in Exhibit 1A, paragraph 3 below.

3. Plan Administration Services:
 - (A) Monitoring the receipt of Plan contributions made by the Agency to the Custodian, based upon information received from the Agency and the Custodian;
 - (B) Performing periodic accounting of custodial assets, including the allocation of employer contributions, payments to the Insurance Company, investment activity and expenses (if applicable), based upon information received from the Agency and/or Custodian;
 - (C) Acting as ongoing liaison between the Participant and the Agency in regard to the Plan, which shall include use by the Participants of toll-free telephone communication to PARS;
 - (D) Producing benefit illustrations and processing enrollments upon direction by Agency;
 - (E) Coordinating the processing of contribution payments to the Insurance Company pursuant to authorized written Agency certification of eligibility, authorized direction by the Agency, and the provisions of the Plan, and, to the extent possible, based upon Agency-provided Data;
 - (F) Coordinating actions with the Custodian as directed by the Plan Administrator within the scope of this Agreement.

4. PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.
5. Any analysis provided by PARS is subject to the receipt of accurate information and assumptions as may be provided by Agency. The Agency is responsible for integrating the PARS analysis into any Agency budgetary analysis or decision-making processes. The fiscal projections in the PARS analysis are dependent upon future experience conforming to the assumptions used and the results will be altered to the extent that future experience deviates from these assumptions. It is certain that actual experience will not conform exactly to the assumptions used in the analysis.

EXHIBIT 1B
FEES FOR SERVICES

PARS will be compensated for performance of Services, as described in Exhibit 1A based upon the following schedule:

1. Upon implementation of the Plan associated with this Agreement, the Agency agrees to pay an administration fee equal to five and one-half percent (5.50%) of all premiums made by the Agency on behalf of Participants in the subject Plan, subject to a \$5,000.00 minimum per year for five years. Fees will be billed to the Custodian as contributions are made by the Agency, and it will be the responsibility of the Custodian to pay those fees from the custodial assets of the Plan.
2. In the event that the Plan associated with this Agreement is not implemented, the Agency agrees to pay a one-time fee equal to \$6,000.00. The fee will be billed to the Agency upon notice of cancellation of the Plan and it will be the responsibility of the Agency to pay this fee.

EXHIBIT 1C
DATA REQUIREMENTS

PARS will provide the Services under this Agreement contingent upon receiving the following information:

1. Fiscal Analysis Data (provided by Agency):
 - (A) Participant's Legal Name
 - (B) Participant's Position
 - (C) Participant's Birth Date
 - (D) Participant's Hire Date
 - (E) Participant's Contract Salary
 - (F) Years of Agency Service
 - (G) Completed Request for Information Form, including applicable Salary Schedules, Collective Bargaining Agreements, and Board Policies
2. Participant Data (provided by Agency):
 - (A) Participant's Legal Name
 - (B) Participant's Position
 - (C) Participant's Address
 - (D) Participant's Birth Date
 - (E) Participant's Hire Date
 - (F) Participant's Contract Salary
 - (G) Years of Agency Service
 - (H) Retirement Date
3. Executed Legal Documents (provided by Agency):
 - (A) Certified Board Resolution
 - (B) Addendum for Supplementary Retirement Plan/Execution Agreement
 - (C) Custodial Agreements/Disclosure Forms
 - (D) 403(b) Annuity Contracts & Disclosures
4. Completed Funding Documents (provided by Agency):
 - (A) Authorization to Pay Benefits Form
5. Completed Enrollment Forms (timely submitted by Participant):
 - (A) Correction Form
 - (B) Enrollment Form
 - (C) Beneficiary Designation Form
 - (D) Tax Withholding Form
 - (E) Proof of Age
 - (F) Letter of Resignation

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 Student Board Member
STUDENT TRUSTEE WORKSHOP (Mariano A. Cuellar)
Virtual Workshop – August 6-7, 2020

ASSOCIATION OF COMMUNITY COLLEGE TRUSTEES 1 Board Member
LEADERSHIP CONGRESS (Phil Yarbrough)
Chicago, Illinois – September 30-October 3, 2020

ASSOCIATION OF COMMUNITY COLLEGE TRUSTEES 1 Board Member
PUBLIC POLICY & ADVOCACY COMMITTEE (Phillip Yarbrough)
MEETING
Chicago, Illinois – September 29, 2020