

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)**  
**Board of Trustees (Regular meeting)**  
**Monday, October 26, 2020**  
**via Zoom and Limited In-Person Attendance**  
**Santa Ana College**  
**1530 W. 17<sup>th</sup> Street, Large Gym (Room G-105)**  
**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 October 26, 2020 meeting via a teleconference and, as of this posting, allow limited in-person attendance. To avoid exposure to COVID-19, in-person attendance at this meeting will be limited to a 25% capacity. **Individuals planning to attend the meeting in-person are asked to RSVP** by emailing [Gerard\\_Debra@rsccd.edu](mailto:Gerard_Debra@rsccd.edu) by 12 noon on Monday, October 26, 2020. Please note that in-person attendance is limited due COVID-19 capacity restrictions. Attendance will not be allowed without a confirmed RSVP. Those attending the meeting in-person will have their temperature taken upon arrival, MUST wear a face covering, and maintain a physical distance of 6 feet from persons who are not members of the same household when inside the meeting. If you or anyone with whom you've been in contact with has experienced COVID-19 symptoms, please do not come to the meeting. All attendees must wear rubber soled shoes so as not to damage the wooden floors. This meeting will also 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>.**

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 [Gerard\\_Debra@rsccd.edu](mailto:Gerard_Debra@rsccd.edu). Submissions by email must be received prior to 3 p.m. on October 26, 2020. Any written comments received after 3:00 p.m. on October 26, 2020, will be distributed to the governing board following the meeting. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF OCTOBER 26, 2020**. Please indicate if you are addressing a specific agenda item or are making a "Public Comment." Those attending the meeting in-person are asked to complete a "Public Comment" form and submit it to the board's executive assistant prior to the start of open session. **Completion of the information on the form is voluntary.** Members of the public who attend the meeting via web browser or telephone who have not submitted comments in advance but wish to address the governing board should listen for instructions provided during the meeting about using the Zoom chat feature or responding audibly when prompted by the Board President. Comments are limited to three minutes per person. The Board President may, at her discretion, limit the total number of speakers addressing a particular subject and/or reduce the minutes allowed per person below three minutes. If a **translator** for the speaker is needed, please contact the executive assistant to the board of trustees at [Gerard\\_Debra@rsccd.edu](mailto:Gerard_Debra@rsccd.edu) or leave a message at 714-480-7450, 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 [Gerard Debra@rsccd.edu](mailto:Gerard_Debra@rsccd.edu). Submissions by email must be received prior to 3 p.m. on October 26, 2020. Any written comments received after 3:00 p.m. on October 26, 2020, will be distributed to the governing board following the meeting. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF OCTOBER 26, 2020**. Please indicate if you are addressing a specific agenda item or are making a “Public Comment.” Those attending the meeting in person are asked to complete a “Public Comment” form and submit it to the board’s executive assistant prior to the start of open session. **Completion of the information on the form is voluntary.** Members of the public who attend the meeting via web browser or telephone who have not submitted comments in advance but wish to address the governing board should listen for instructions provided during the meeting about using the Zoom chat feature or responding audibly when prompted by the Board President. Comments are limited to three minutes per person. The Board President may, at her discretion, limit the total number of speakers addressing a particular subject and/or reduce the minutes allowed per person below three minutes.

#### 1.5 Approval of Minutes – Regular meeting of October 12, 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 of Check to Santa Ana College Foundation from Congressman Correa

1.8 Recognition of Faculty by Board of Trustees

## **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

## **3.0 INSTRUCTION**

- \*3.1 Approval of Clinical Training Affiliation Agreement (Without School Instructor on Entity Premises) with St. Joseph Heritage Healthcare/Hoag Action  
The administration recommends approval of the Clinical Training Affiliation Agreement (Without School Instructor on Entity Premises) with St. Joseph Heritage Healthcare/Hoag located in Anaheim, California as presented.
- \*3.2 Approval of University of Texas at Arlington Educational Experience Affiliation Agreement Baccalaureate and Graduate Nursing with the University of Texas Arlington Action  
The administration recommends approval of the University of Texas at Arlington Educational Experience Affiliation Agreement Baccalaureate and Graduate Nursing with the University of Texas Arlington located in Arlington, Texas as presented.
- \*3.3 Approval of Clinical Training Affiliation Agreement (Without School Instructor on Entity Premises) with Santa Ana VIP Adult Day Health Care Center Action  
The administration recommends approval of the Clinical Training Affiliation Agreement (Without School Instructor on Entity Premises) with Santa Ana VIP Adult Day Health Care Center located in Santa Ana, California as presented.
- \*3.4 Approval of Affiliation Agreement with College Hospital Action  
The administration recommends approval of the Affiliation Agreement with College Hospital located in Costa Mesa, California, as presented.

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

- \*3.5 Approval of Agreement for Vocational Use of Salvage Parts from Hyundai Motor America Action  
The administration recommends approval of the Agreement for Vocational Use of Salvage Parts from Hyundai Motor America located in Fountain Valley, California, as presented.
- \*3.6 Approval of Educational Partnership Agreement with Chamberlain University Action  
The administration recommends approval of the Educational Partnership Agreement with Chamberlain University based in Chicago, Illinois as presented.
- \*3.7 Approval of Affiliation Agreement with HumanGood SoCal dba Regents Point Action  
The administration recommends approval of the Affiliation Agreement with HumanGood SoCal dba Regents Point located in Irvine, California as presented.
- \*3.8 Approval of the Rancho Santiago Community College District Professional Services Agreement with 25<sup>th</sup> Hour Communications, Inc. for Santa Ana College Distance Education Program Action  
The administration recommends approval of the Rancho Santiago Community College District Professional Services Agreement with 25<sup>th</sup> Hour Communications, Inc. located in Paso Robles, California as presented.
- \*3.9 Approval of the Rancho Santiago Community College District Professional Services Agreement with 25<sup>th</sup> Hour Communications, Inc. for Santa Ana College Nursing Program Action  
The administration recommends approval of the Rancho Santiago Community College District Professional Services Agreement with 25<sup>th</sup> Hour Communications, Inc. located in Paso Robles, California as presented.
- \*3.10 Approval of First Amendment to Walgreens Experiential Learning Program Agreement with WALGREEN CO. Action  
The administration recommends approval of the First Amendment to Walgreens Experiential Learning Program Agreement with WALGREEN Co. located in Deerfield, Illinois as presented.
- \*3.11 Approval of Renewal Agreement with Medical Billing Technologies, Inc. Action  
The administration recommends approval of the agreement with Medical Billing Technologies, Inc. as presented.

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



#### **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 Action  
The administration recommends approval of budget increases, decreases and transfers from October 13, 2020 to October 13, 2020.
- \*4.3 Approval of Quarterly Financial Status Report (CCFS-311Q) for Period Ended September 30, 2020 Action  
The administration recommends approval of the CCFS-311Q for the period ended September 30, 2020, as presented.
- 4.4 Quarterly Investment Report as of September 30, 2020 Information  
The quarterly investment report as of September 30, 2020, is presented as information.
- 4.5 Adoption of Resolution No. 20-20 – Separate Bank and Investment Accounts Action  
The administration recommends adoption of Resolution No. 20-20, Separate Bank and Investment Accounts as presented.
- \*4.6 Approval of Amendment to Agreement with Koury Engineering & Testing, Inc. for Geohazard and Geotechnical Consulting Services for Russell Hall Replacement (Health Sciences Building) at Santa Ana College (SAC) Action  
The administration recommends approval of the amendment to the agreement with Koury Engineering & Testing, Inc. for geohazard and geotechnical consulting services for the Russell Hall Replacement (Health Sciences Building) project at SAC as presented.
- \*4.7 Approval of Agreement with Team Inspections for Project Inspector Services for Russell Hall Replacement (Health Sciences Building) at Santa Ana College Action  
The administration recommends approval of the agreement with Team Inspections for project inspector services for the Russell Hall replacement (Health Sciences Building) at SAC as presented.
- \*4.8 Rejection of All Bids for Bid #1388 for Welding Concrete Masonry Unit Wall Extension Project at Santa Ana College Action  
The administration recommends rejection of all bids for Bid #1388 for welding concrete masonry unit wall extension project at SAC as presented.

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

- \*4.9 Approval of Agreement with Cosco Fire Protection Inc. for Fire Protection System Testing, Inspection, Maintenance, and Monitoring Services District-wide Action  
The administration recommends approval of the agreement with Cosco Fire Protection, Inc. for fire protection system testing, inspection, maintenance, and monitoring services district-wide as presented.
- \*4.10 Approval of Foundation for California Community Colleges (FCCC) Administrative Services Agreement No. 00002304 with Gold Star Technologies Action  
The administration recommends approval of the district's use of the Foundation for California Community Colleges Administrative Services Agreement No. 00002304 with Gold Star Technologies, including renewals, future addendums, supplements, and extensions on an as needed basis as presented.
- \*4.11 Approval of Foundation for California Community Colleges (FCCC) Master Services Agreement No. 00003750 with Olympus America, Inc. Action  
The administration recommends approval of the district's use of the Foundation for California Community Colleges Master Services Agreement No. 00003750 with Olympus America, Inc., including renewals future addendums, supplements, and extensions on an as needed basis as presented.
- \*4.12 Approval of Purchase Orders Action  
The administration recommends approval of the purchase order listing for the period August 16, 2020 through September 19, 2020 as presented.

## 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:
- Behavior Technician Certificate Program – Year 2 (SCC) \$ 125,000
  - California Work Opportunity and Responsibility to Kids (CalWORKS)/Work Study/Temporary Assistance for Needy Families (TANF)(SAC) \$ 505,621
  - Child Development Training Consortium (SCC) \$ 3,450
  - Cooperative Agencies Resources in Education (CARE)(SAC) \$ 121,653
  - Key Talent Administration & Sector Strategy Fiscal Agent (DO) \$16,000,000

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

- \*5.2 Approval of First Amendment to Sub-Agreement between RSCCD and Education Strategic Planning for the Strong Workforce Program K-12 Pathway Coordinators and K-14 Technical Assistance Providers Grant Action  
The administration recommends approval of the first amendment to the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- \*5.3 Approval of First Amendment to Professional Services Agreement (Enrollment Management) with Cambridge West Partnership, LLC (CWP) Action  
The administration recommends approval of the first amendment to the Professional 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.
- 5.4 Approval of Appointments to Measure Q Citizens' Bond Oversight Committee Action  
It is recommended that the board approve new appointments as well as Continue and reaffirm the membership of the Measure Q Citizens' Bond Oversight Committee as presented.
- 5.5 Approval of Change of December 2020 Board Meeting Date Action
- 5.6 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
2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (2 matters)

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

3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)  
Agency Negotiator: Tracie Green, Vice Chancellor, Human Resources  
Employee Organizations: Faculty Association of Rancho Santiago Community College District (FARSCCD)  
California School Employees Association (CSEA), Chapter 579  
California School Employees Association, Chapter 888  
Continuing Education Faculty Association (CEFA)  
Unrepresented Management Employees
  
4. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

## **RECONVENE**

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

#### **Public Comment**

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## **6.0 HUMAN RESOURCES**

### **6.1 Management/Academic Personnel**

### **Action**

- Approval of Interim Assignments
- Approval of Leave of Absences
- Approval of Summer Stipends
- Approval of Part-time New Hires/Rehires
- Approval of Non-paid Instructors of Record
- Approval of Non-paid Intern Service

6.2 Classified Personnel

Action

- Approval of Reinstatement
- Approval of Longevity Increments
- Approval of Professional Growth Increments
- Approval of Out of Class Assignments
- Approval of Change in Position/Location
- Approval of Changes in Salary Placement
- Approval of Leaves of Absence
- Approval of Additional Hours for Ongoing Assignment
- Approval of Community Service Presenters and Stipends
- Approval of Student Assistant Lists

7.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be held on November 9, 2020, at Santiago Canyon College.

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

**Board of Trustees**  
**(Regular meeting)**

**Monday, October 12, 2020**

**MINUTES**

**1.0 PROCEDURAL MATTERS**

1.1 Call to Order

The Zoom meeting was called to order at 4:31 p.m. by Ms. Claudia Alvarez via video/teleconference. Other members present were 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. Ms. Arianna Barrios and Mr. John Hanna arrived at the time noted.

Administrators present during the regular meeting via video/teleconference (Zoom) were Ms. Tracie Green, Dr. Marilyn Flores, Mr. Marvin Martinez, Mr. Adam O'Connor, Mr. Enrique Perez, and Mr. Jose Vargas. Ms. Debra Gerard 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 Mr. Mariano Cuellar, Student Trustee, Rancho Santiago Community College District.

1.3 Approval of Additions or Corrections to Agenda

There were no additions or corrections to the agenda.

1.4 Public Comment

Ms. Melissa Govea-Von Velasco, Ms. Shannon Muir, Mr. Steve Bautista, Mr. Kelvin Leeds, Ms. Ana Meckes, Ms. Tiffany Gause and Mr. Jim Isbell spoke regarding the return of face-to-face instruction at Santa Ana College (SAC) and Santiago Canyon College (SCC).

Ms. Barrios and Mr. Hanna arrived during public comment.

1.5 Approval of Minutes

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to approve the minutes of the regular meeting held September 29, 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.

## 1.6 Approval of Consent Calendar

It was moved by Mr. Yarbrough and seconded by Ms. Barrios to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar, with the exception of Item 4.9 (Ratification of Purchase Orders Approved by the Chancellor per Resolution No. 20-03 Declaring an Emergency and Authorizing Necessary Actions Regarding Novel Coronavirus (COVID-19) removed from the Consent Calendar by Ms. Alvarez. 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.

### 3.1 Approval of Professional Services Agreement with Interact Communications, Inc.

The board approved the professional services agreement with Interact Communications, Inc. as presented.

### 4.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

### 4.3 Approval of Amendment to Agreement with MTGL, Inc. for Geotechnical Testing and Inspection Consulting Services for Science Center at Santa Ana College

The board approved the amendment to the agreement with MTGL, Inc. for geotechnical testing and inspection consulting services for the Science Center at SAC as presented.

### 4.4 Reject all Bids for Bid #1387 – Science Center – Owner Furnished Owner Installed Furniture Fixtures and Equipment Project at Santa Ana College

The board rejected all bids for Bid #1387 for the Science Center – owner furnished owner installed furniture fixtures and equipment project at SAC as presented.

### 4.5 Approval of Annual Renewal Agreement with RAVE Mobile Safety Software

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

### 4.6 Approval of California Multiple Award Schedule (CMAS) Contract #4-15-71-0145A to Arcadia Chair Company

The board approved the use of the CMAS Contract #4-15-71-0145A, awarded to Arcadia Chair Company, including renewals, future addendums, supplements, and extensions as presented.

### 4.7 Approval of California Multiple Award Schedule Contract #4-12-71-0127A to Corporate Spaces, Inc. dba CSI Fullmer

The board approved the use of CMAS Contract #4-12-71-0127A, awarded to Corporate Spaces, Inc. dba CSI Fullmer, including renewals, future addendums, supplements, and extensions as presented.

1.6 Approval of Consent Calendar (cont.)

4.8 Approval of Vendor Name Change

The board approved the vendor name change request from OCR Land, LLC to Caribou Industries, Inc. as presented.

5.1 Approval of Resource Development Items

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

- Disabled Student Programs and Services (DSPS) (SAC) \$995,282
- Talent Search – Year 3 (SAC) \$430,487
- Youth Empowerment Strategies for Success – Independent Living Program (YESS-ILP) (SAC) \$ 22,500

5.2 Approval of First Amendments to Sub-Agreements between RSCCD and Chaffey, Peralta and South Orange County Community College Districts to Award 2019/2020 Regional Director Grants to Host Colleges/Districts

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

5.3 Approval of Agreement with Invoke Learning Inc. for Professional Services

The board approved the agreement with Invoke Learning Inc. for professional services as presented.

5.4 Approval of Agreement with Ellucian Inc. for Colleague Application Hosting Services

The board approved the agreement with Ellucian Inc. for Colleague application hosting services as presented.

1.7 Public Hearing – 2020-2021 Proposed Adopted Budget

There were no public comments.

**2.0 INFORMATIONAL ITEMS AND ORAL REPORTS**

2.1 Report from the Chancellor

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

2.2 Reports from College Presidents

The following college representatives provided reports to the board:

- Dr. Marilyn Flores, Interim President, Santa Ana College
- Mr. Jose Vargas, Interim President, Santiago Canyon 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.

2.3 Report from Student Trustee

Mr. Cuellar provided a report to the board.

2.4 Reports from Student Presidents

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

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

2.5 Report from Classified Representative

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

2.6 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

Mr. Craig Rutan, Academic Senate President, Santiago Canyon College  
Mr. Roy Shahbazian, Academic Senate President, Santa Ana College

2.7 Report from Board President

Ms. Alvarez provided a report to the board.

2.8 Reports from Board Committee Chairpersons and Representatives of the Board

Mr. Hanna provided a report on the October 5, 2020, Board Facilities Committee meeting.

Mr. Martinez provided a report on the October 8, 2020, Orange County Community Colleges Legislative Task Force meeting.

2.9 Informational Presentation on the Budget

Mr. O'Connor provided a presentation on the 2020-2021 Proposed Adopted Budget. Board members received clarification on the data presented from Mr. O'Connor.

### **3.0 INSTRUCTION**

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

### **4.0 BUSINESS OPERATIONS/FISCAL SERVICES**

Items 4.1 and 4.3 through 4.8 were approved as part of Item 1.6 (Consent Calendar).

#### **4.2 Approval of 2020-2021 Adopted Budget**

It was moved by Mr. Yarbrough and seconded by Mr. Hernandez to approve the 2020-2021 Adopted Budget as presented. Discussion ensued during Item 2.9 (Presentation on the Budget). 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.

#### **4.9 Ratification of Purchase Orders Approved by Chancellor per Resolution No. 20-03 Declaring an Emergency and Authorizing Necessary Actions Regarding Novel Coronavirus (COVID-19)**

It was moved by Mr. Yarbrough and seconded by Ms. Barrios to ratify the purchase orders approved by the chancellor per Resolution No. 20-03. 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.

### **5.0 GENERAL**

Items 5.1 through 5.4 were approved as part of Item 1.6 (Consent Calendar).

#### **5.5 Adoption of Board of Trustees Annual Self-Evaluation Instrument, List of Designated Recipients and Self-Evaluation Timeline**

It was moved by Mr. Hernandez and seconded by Mr. Hanna to adopt the self-evaluation survey instrument, the list of designated individuals who will receive the survey and the self-evaluation timeline 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.

#### **5.6 Board Member Comments**

Mr. Hernandez reported that he attended the Los Amigos Education Committee meeting with the Chancellor and a number of virtual events sponsored by CCLC.

Mr. Cuellar expressed his appreciation to faculty and staff who have been assisting students during this time. He also shared he was looking forward to the next board meeting at Santa Ana College.

5.6 Board Member Comments (cont.)

Mr. Hanna expressed his appreciation to employees who are working hard during this tough time. He also expressed his appreciation for President Alvarez's leadership. Mr. Hanna wished Ms. Alvarez and Ms. Barrios well in their city council races.

Ms. Alvarez welcomed Maria Madrigal to her new position and wished everyone a good Undocumented Student Week.

**RECESS TO CLOSED SESSION**

The board convened into closed session at 7:38 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. Student Workers
  
2. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)  
Agency Negotiator: Tracie Green, Vice Chancellor, Human Resources  
Employee Organizations: Faculty Association of Rancho Santiago Community College District (FARSCCD)  
California School Employees Association (CSEA), Chapter 579  
California School Employees Association, Chapter 888  
Continuing Education Faculty Association (CEFA)  
Unrepresented Management Employees
  
3. Conference with Legal Counsel: Existing Litigation (pursuant to Government Code Section 54956.9[a])

*Alliance of Schools for Cooperative Insurance Program (ASCIP) vs. Rebecca Gonzalez  
Claim #1906548*

Mr. Cuellar left the meeting at this time.

**RECONVENE**

The board reconvened at 8:15 p.m.

Closed Session Report

Ms. Barrios reported the board discussed public employment, labor negotiations, and existing litigation; and took no action during closed session.

### Public Comment

There were no public comments.

## **6.0 HUMAN RESOURCES**

### **6.1 Management/Academic Personnel**

It was moved by Mr. Yarbrough and seconded by Mr. Hernandez 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 Amendments to Employment Agreement
- Approve Adjusted Leaves of Absence
- Approve Beyond Contract/Overload Stipends
- Approve Part-time New Hires/Rehires

### **6.2 Classified Personnel**

It was moved by Mr. Yarbrough and seconded by Mr. Hernandez 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 Out of Class Assignments
- Approve Changes in Salary Placement
- Approve Leaves of Absence
- Ratify Resignation/Retirement
- Approve Short Term Assignments
- Approve Changes in Temporary Assignments
- Approve Additional Hours for Ongoing Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Student Assistant Lists

## **7.0 ADJOURNMENT**

The next regular meeting of the Board of Trustees will be held on October 26, 2020, at Santa Ana College.

There being no further business, Ms. Alvarez declared the meeting adjourned at 8:17 p.m.

Respectfully submitted,

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Marvin Martinez, Chancellor

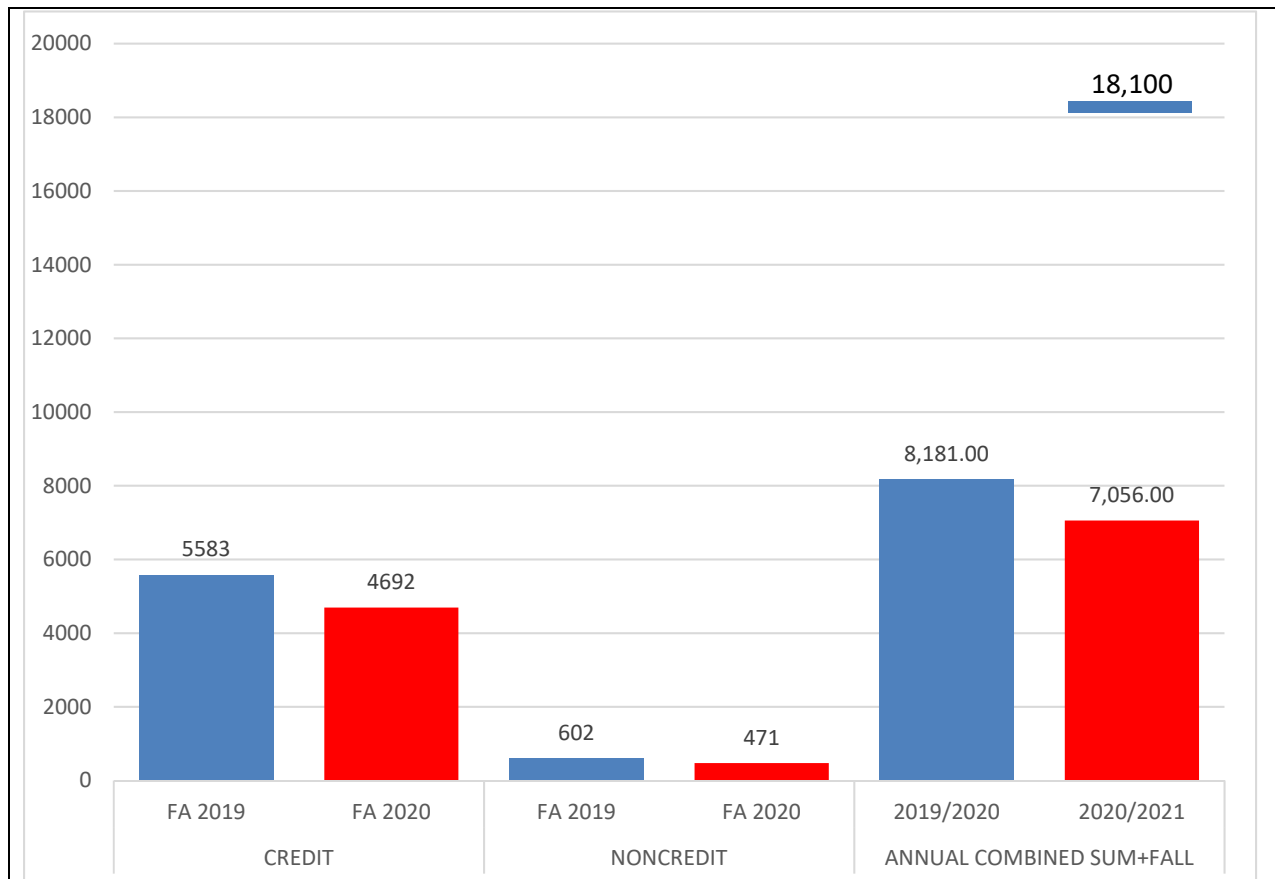
Approved: \_\_\_\_\_  
Clerk of the Board

Minutes approved: October 26, 2020



## SAC 2020/2021 Fall Enrollment Report

Date: 10/7/2020



### FTES Target

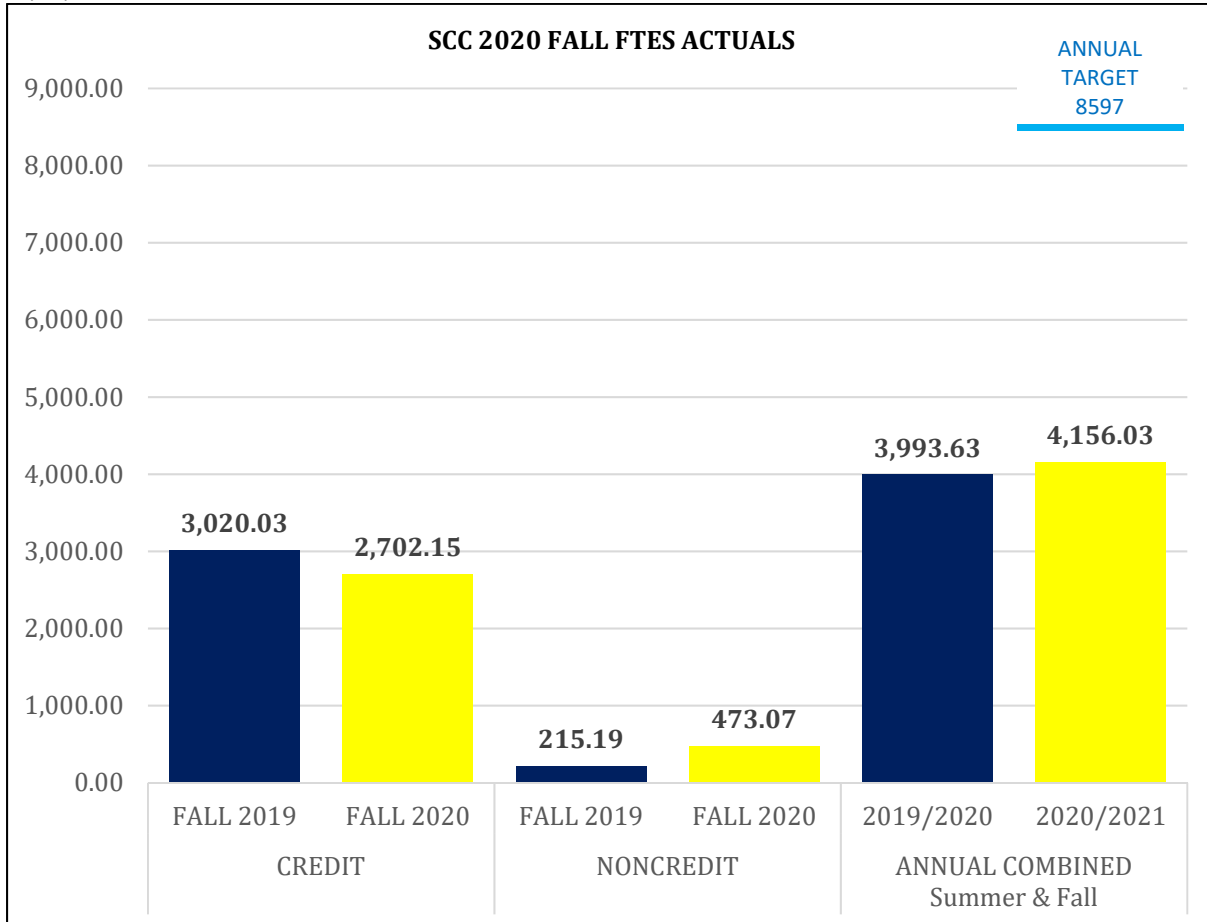
Terms	2020/2021	DIFF	PCT
Credit FA Target	6561.00		
Credit FA Projection	6561.00	0.00	0%
Noncredit FA Target	1293.00		
Noncredit FA Projection	1293.00	0.00	0%
Annual Target	18114.00		
Annual Projection	18114.00	0.00	0%

### NOTES:

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



**SCC 2020/2021 ENROLLMENT REPORT**  
10/07/2020



**FTES TARGETS**

TERMS	2020/2021	DIFF	PCT
Credit Fall Target	3071		
Credit Fall Projection	2771	-300	-10%
Noncredit Fall Target	688		
Noncredit Fall Projection	688	0	0%
Annual Target	8597		
Annual Projection	8297	-300	-3%

**NOTES:**

Data from Executive Dashboard Report

Dr. Marilyn Flores - President's Oral Report to the Board  
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## **Enrollment**

### ***Credit***

*As of October 7, 2020, Santa Ana College Credit Enrollment is at 4692 FTES compared to last year at this time when we earned 5583 FTES. This represents a decline of 891 FTES.*

*In response to the current enrollment decline, Academic Divisions have:*

- *Opened new late start ONL, HYB, and RL sections based on high demand subjects.*
- *Converted low enrolled RL classes to F2F 8-week courses.*
- *Converted ten (10) RL Athletics conditioning courses to outdoor F2F classes*
- *Added 8-10 new F2F general education classes to our 8-week course offerings.*

*Our marketing and outreach efforts for Gr8 Weeks, Intersession, and Spring are targeting student groups who:*

- 1) *Enrolled this term but did not show up for class (traditional and HS students)*
- 2) *Enrolled in a class that was cut and did not re-enroll*
- 3) *Enrolled in Spring, did not transfer to a 4 year, and did not enroll at SAC*

*Lastly, we are marketing the classes that will be offered face-to-face starting on October 19, 2020.*

*As a result, we have seen increases in enrollments in the Gr8 Weeks course offerings.*

*Other enrollment strategies include:*

- *In the division of Science, Math and Health Science we have increased the number of double lecture classes in the sciences, leading to an increase in access to these courses.*
- *The Business Division has converted 15 Certificate programs to Certificates of Achievement in order to be transcribed and counted in the SCFF.*

### ***Noncredit***

*In noncredit, as of October 7, 2020 SAC-CEC was at 471 FTES. This is down 131 FTES compared to last year at a similar point in the term when SAC-CEC was at 602 FTES. SAC-CEC is on track to meet its target of 1,293 FTES which represents 80% of the SAC-CEC total for Fall 2019. SAC-SCE will be starting face to face and additional remote classes starting on October 19, 2020 and this should increase FTES production to assist in meeting the target. Face to face classes will be offered in English as a Second Language, Career Education and the High School Diploma program starting the week of October 19, 2020. I have attached their preliminary plan.*



SAC SCE Return to  
Instruction Options

## **College Updates**

*On Friday, October 9<sup>th</sup> Dr. Catherine Webb, our ACCJC Staff Liaison, provided us with additional insights and answered specific questions on the development of our ISER. Thereafter Monica Zarske, our Faculty Accreditation Coordinator, provided an opportunity for faculty and staff to actively work on our ISER narrative as a team. I want to thank the 50 faculty and staff participants who took time to attend as they continue to do this very important work.*



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*In honor of Hispanic Heritage Month, the SAC Foundation, in collaboration with the TV & Video Communications Department and Public Affairs has the exciting opportunity to host a Virtual Town Hall with Vera Jimenez, SAC Alumna and KTLA 5 Meteorologist. Please join us as we hear from Vera Jimenez on how Santa Ana College helped her find her passion and launch a successful television career. Vera will be interviewed at the Santa Ana College Digital Media Center by her mentor and former professor, our very own Bud Little. I have provided the link to register and an opportunity to submit a question in my report.*

<https://event.webinarjam.com/channel/VeraTownHall>.

THE SANTA ANA COLLEGE FOUNDATION PRESENTS  
IN HONOR OF HISPANIC HERITAGE MONTH,  
AN EVENING WITH

VERA JIMENEZ

SANTA ANA COLLEGE ALUMNA AND  
KTLA METEOROLOGIST

**VERA JIMENEZ**

Wednesday, October 14th ❄️ 6PM

Hear how Santa Ana College helped her find her passion and launch a successful television career.

Register today and submit a question for Vera to answer during the event and you will be entered to win a new Apple Watch!

CLICK HERE TO REGISTER FOR THIS FREE VIRTUAL EVENT

Dr. Marilyn Flores - President's Oral Report to the Board  
October 12, 2020  
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*To address learning gaps, the Learning Center created specific virtual "Just-in-Time Workshops" to support students at specific moments in the semester, including the following:*

- *ENGLISH (MLA Basics, Thesis Statements, Fragments and Run-on sentences)*
- *History Study Groups (twice a week)*
- *ESL/ENGLISH conversation groups*
- *MATH 180, 185, and 219 Review Sessions.*

*Our credit and noncredit continue to work together to collaborate and make connections between noncredit and credit. Most recently we provided equipment and a mid-fidelity manikin to our noncredit CNA students so they could practice their assessments skills in their skills labs since community sites are closed due to COVID 19.*

*I also wanted to highlight several changes the college has made to address gaps created by the pandemic.*

- *The Fine and Performing Arts Division received equity funding at the beginning of the pandemic to support students in need of technology which include specialized laptops for graphics and media, keyboards for music students, and cameras. They hosted four (4) technology pick-up days for students and have an additional two (2) coming up in October.*
- *The Business Division has adjusted the operating hours of the Academic Computing Center that provides on campus space and technology to meet the needs of student class meetings times and based on exam times. In addition, we will have approximately 100 - Microsoft Office students who will be coming to campus Mon – Thurs during week of Oct 12<sup>th</sup> to sit for MOS Industry Credential Exams.*
- *In the Human Services & Technology Division the Culinary Arts program has partnered with the Bay Area Community College Consortium to use of the online platform Rouxbe (Ruu-bee) to teach the techniques and foundations needed to embark on a culinary arts career.*
- *As a college we are expanding our on-campus presence beginning the week of October 19<sup>th</sup>. There will be a gradual, phased return approach to on-campus, informed by public health requirements and guidance. For example, in Student Services to minimize the COVID impact to students and staff, offices will be open twice per week, with limited office hours and required student appointments for office access. We will continue to serve students, in person and remotely, as we cautiously transition back to campus. I have provided you with a list of on-campus services.*

- i. *Admissions & Records*
- ii. *Counseling*
- iii. *DSPS*
- iv. *EOPS/CalWORKs/CARE*
- v. *Financial Aid*
- vi. *Health and Wellness Center*
- vii. *Outreach/Padres*
- viii. *Student Support Services*
- ix. *Student Affairs*
- x. *Student Life and Development*
- xi. *Talent Search*
- xii. *Upward Bound*
- xiii. *Veterans*

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*In Kinesiology and Athletics, we have some upcoming changes in curriculum. Beginning in the fall of 2020 we will be offering KNPR 195 (**Student-Athlete Success**) for the first time. This course is designed to prepare Santa Ana College student athletes for balancing the roles of student and athlete as well as preparing them to transfer. Students learn essential information regarding athletic eligibility, interactions between their education plan and athletic goals, NCAA and NAIA transfer requirements, growth mindset in athletics, college success skills, and time management. (CSU/UC transferable. In addition, they are in the process of developing an Intercollegiate eSports program and have included further details in my report.*

**On the horizon for this division is the development of an Intercollegiate eSports program to include:**

- **Interdisciplinary collaboration**
- **Academic End Zone - Student-Athlete Learning & Athletic Counseling Center**
- **Sport Social Justice Institute**
- **SAC Honors courses for KIN courses**

*As you know, the California Community Colleges Board of Governors declared October 15-19<sup>th</sup> as Undocumented Student Week of Action in a resolution adopted at its September meeting. The resolution notes that the California Community Colleges is committed to providing an open and welcoming environment for all students, regardless of ethnicity, religion, national origin, immigration status, age, gender, medical condition or socioeconomic status. Santa Ana College, in partnership with Santiago Canyon College, will join community colleges statewide to engage in a range of activities in support of undocumented students (attached). I have attached those for your review and invite you to participate.*



Week of Action  
Flyer 2020.pdf

*Due to COVID-19, the Fall 2020 College Fair was a virtual event, held on Thursday, October 1, 2020 from 9:30 a.m. - 1:00 p.m. This was the first joint collaboration between the Santa Ana College (SAC) University Transfer Center and the Santiago Canyon College (SCC) Transfer Success Center. The experience proved to be positive for all participants. We hope to continue to collaborate with our sister college for future events.*

The biggest strengths that were exhibited by SAC and SCC were the willingness to be creative and flexible. Starting from the marketing campaign, outreach to students and university reps, SAC and SCC produced a well-planned and thoughtful virtual college fair experience.

*Notable highlights include:*

- 325 registered students (including SAC/SCC)
- 30 workshops
- 57 colleges/universities attended
- 13 staff facilitating workshops (7 from SAC, 5 from SCC)

Our college/university partners also shared they had a positive experience and many shared their feedback with us.

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*October is Disability Awareness month and I have listed some campus collaborations and the dates of those events.*

	<b>Date</b>
Annual Disabilities Resource Partnership in an "E – Environment"	10/01/20
	10/15/20
DSPS Students "Opportunities to Join the Associated Student Government (ASG) for 20-21 Academic Year"	10/05/20
Speak Out - the Institute for Democratic Education and Culture	10/08/20

*The Dons' Corner will be hosting its next drive-thru food distribution for SAC students on Wednesday, October 21<sup>st</sup>! I've included both the volunteer link should you wish to join us and the registration page link for students to sign up.*

**To Volunteer:** Please fill out the following form <https://permission.click/Ov4vb/us>

In order to serve our students in the safest and most efficient way, all participants **MUST RSVP** and designate a time to come to campus and retrieve a food package. **Students can RSVP** via [this registration page](#).

**President's Outreach to Community**

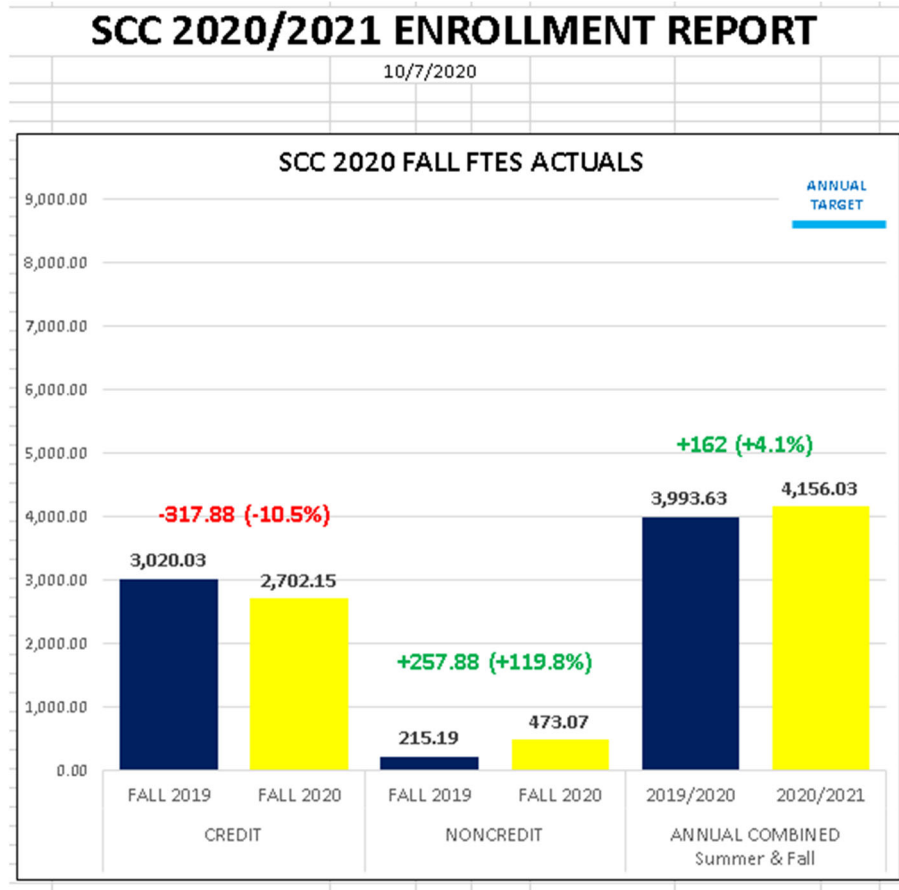
*To end my report and to share my outreach and partnership with the community, since the last board meeting:*

*On October 8<sup>th</sup> in the morning I attended the Santa Ana Chamber Vision Makers event and heard from Senator Tom Umberg. In the afternoon, I was interviewed by David Elliott, President/CEO of the Santa Ana Chamber of Commerce. The interview is part of 5-7 minutes "Coffee Breaks" created by the chamber to be shared with more than 3,000 Santa Ana businesses, posted on their website and through social media. Both Santa Ana College and Habitat for Humanity of Orange County have sponsored the "Coffee Break" series.*

*On October 9<sup>th</sup> I sent out a communication, via a video, to the SAC college community in hopes to provide ongoing communication. I wanted to take the opportunity to congratulate the 41 SAC employees who took advantage of the Supplemental Retirement Plan and invite them and the SAC community to join us as we celebrate their many years of service to a drive thru celebration on November 20<sup>th</sup> from 1pm – 3pm. Details of the event are still in progress and an invitation will be going out soon. I look forward to having board members join us in our celebration. In addition, I highlighted our current efforts to increase enrollment, marketing efforts and our gradual transition to return to work. I'd also like to clarify that the BOT meeting that SAC will be hosting will be on October 26<sup>th</sup> not November 9<sup>th</sup> as was indicated and at that meeting we will be recognizing our Faculty Excellence recipient Matthew Beyersdorf from our English department.*

*That concludes my report.*

**Santiago Canyon College President’s Report to the RSCCD Board of Trustees  
October 12, 2020**



**Fall 2020 Enrollment:**

**Noncredit:** As of October 7, 2020 SCC-OEC was at **473 FTES** which is up 258 FTES compared to last year at a similar point in the term when SCC-OEC was at 215 FTES. The increase is attributed to a strong growth in OEC’s Distance Education program. SCC-OEC is projecting to meet its target for the Fall 2020 term of 688 FTES.

**Credit:** As of October 7, our credit program was at **2,702 FTES** which is 318 FTES below the same point in time last year when we were at 3,000.4 FTES. This represents a decrease of 10.5%.

**Annual Enrollment:**

Overall, as of October 7, our combined summer and fall is 162 FTES above the same point in time last year and represents a growth of 4.1%. The increase is due to fall census based classes in noncredit that last fall were held as positive attendance based classes. As such, the growth in positive attendance will lag that of last fall and is expected to result in a decrease to overall gain as the semester progresses.

**Late, 8-week, face-to-face fall classes:**

The following are face-to-face classes that are scheduled to begin the week of October 19:

CREDIT	NONCREDIT
Astronomy 103 Earth 100 English 102 Gemology 020 Math 219 Music (121, 122, 123, 124, 126, 129) Philosophy 111  Kinesiology 240 (Men’s Basketball) Kinesiology 245 (Men’s Volleyball) Kinesiology 246 (Women’s volleyball) Kinesiology 257 (Cross Country Team) Kinesiology 272 (Men’s soccer) Kinesiology 273 (Women’s Soccer) Kinesiology 283 (Softball)	Certified Nursing Assistant (SCC and CWPC) English as a Second Language (CHAP) Business Skills Classes (CWPC) Adult Basic Education (SCC U-Village) High School Diploma (SCC U-Village)

The following are fall classes that are currently meeting face-to-face and will continue to meet face-to-face throughout the fall semester:

Apprenticeship Surveying (ASV)-102 Apprenticeship Surveying (ASV)-126 Public Works (PBLC)-086 Public Works (PBLC)-087	Public Works (PBLC)-088 Public Works (PBLC)-089 Surveying (SURV)-118 Surveying (SURV)-119
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**Mailer**

The below mailer is currently being printed. Once printed, they will be mailed to 166,000 homes and businesses within SCC’s service area.

**Santiago Canyon College**  
8045 E. Chapman Ave.  
Orange, CA 92869

**RETURNING TO FACE TO FACE CLASSES!**

**FULL CREDIT IN HALF THE TIME WITH 8 WEEK CLASSES @ SCC STARTING OCT. 19!**  
REGISTER NOW AT [SCCOLLEGE.EDU/8WEEK](http://SCCOLLEGE.EDU/8WEEK)

**DON'T MISS OUT!**  
FACE TO FACE AND ONLINE CLASSES ARE ENROLLING NOW FOR FALL!

**EARN FULL SEMESTER CREDIT IN LESS TIME WITH ACCELERATED CLASSES!**

Whether you're just getting started, planning to transfer, or gearing up to graduate, SCC's accelerated classes are a great way to reach your educational goals!

**GET STARTED BY ENROLLING AT: [SCCOLLEGE.EDU/8WEEK](http://SCCOLLEGE.EDU/8WEEK)**

REG. BOARD OF TRUSTEES: Claudio C. Alvarez, President - (P)818.925.5100; Vice President - Alberto P. Barrios, Clerk - John R. Harris - Lorraine "Larry" R. Lubinski - Zaida Hernandez - Michelle Cudde - Shakeri Thelton  
CHANCELLOR: Sarah Alpert - SANTIAGO CANYON COLLEGE INTERIM PRESIDENT: Jason F. Vargas

\*\*\*\*ECRWSEDDM\*\*\*\*  
Residential Customer

An updated fall, 8 week schedule of classes can be found at: [www.sccollege.edu/8week](http://www.sccollege.edu/8week).

In addition to the mailer, we will continue a text and email campaign to all students.

The Spring Intersession and spring semester schedules are currently under development with an emphasis on continuing to expand face-to-face course offerings.

To align with face-to-face classes, all student support services will be provided in person Monday through Thursday by a walk-in and/or appointment basis.

In all cases, classes and offices will follow the District's Return to Work Action Plane, CDPH guidelines and any other COVID-19 Risk-Reducing measures.

**COVID-19 Testing:**

SCC has confirmed that CARES Block Grant funds can be used to provide COVID testing for SCC students. As such, Interim President Vargas has scheduled a meeting with Dr. Clayton Chau, Agency Director of the Orange County Health Care Agency (OCHCA) to take place on Tuesday, October 13, to explore how OCHCA can assist SCC with providing the tests. At the meeting, the discussion will include available free testing sites, a potential mobile testing center to visit SCC, and/or contracting to provide on-site testing at SCC. SCC administration is confident that SCC students will have access to COVID-19 testing prior to the start of late, 8-week classes in fall that begin October 19, 2020.

## **COLLEGE UPDATES**

### **SCC VIRTUAL TOWN HALL MEETING**

SCC held a virtual Town Hall Meeting on Thursday, October 1, from 2:00 pm to 3:30 pm. The event drew over 230 attendees.

### **SCC GOLF TOURNAMENT**

SCC's 20th Annual "Changing Students' Lives" Golf Tournament took place **Friday, October 9, at [Strawberry Farms Golf Club](#)** in Irvine. The event was a huge success drawing in 74 golfers and raised \$13,700. All proceeds will benefit the Hawk's Nest Food Pantry and Basic Needs Center.

### **BLOOD DRIVE**

A blood drive took place Friday, October 2, from 10:00 am to 4:00 pm, at the SCC Gymnasium. The event included a free COVID-19 Anti-body test and was in collaboration with the Office of OC Supervisor Don Wagner, the American Red Cross, and SCC. It was considered a huge success by filling all 65 donor slots.





Pictured from left to right: SCC Interim President Jose Vargas, Field Representative Scott Voigts, and Field Representative Deepak Sahni from the Office of OC Supervisor Don Wagner.

### **FINANCIAL AID**

- **Global Services Verification System is Live:** On September 23, SCC and SAC went live with the new paperless verification Financial Aid system. Students can now securely upload requested documents to this portal designed for the verification process. As with any new system integration there have been challenges and surprises. However, financial aid staff is confident that this software will improve the student experience in managing the verification process and will increase the number of student applications that can be processed efficiently by staff.

### **HIGH SCHOOL AND COMMUNITY OUTREACH**

- Outreach is developing a Parent Video Series aimed at informing parents of new SCC students about the great programs and resources they have available at SCC. SCC Outreach is recording in an interview style format and asking common questions that parents have when their students arrive at SCC. The video interviews for Financial Aid, First Year Support Center, Career Exploration/Career Services, and Admissions and Records is now available to view on SCC's Outreach [YouTube channel](#).

### **OFFICE OF STUDENT LIFE AND LEADERSHIP**

- **ASG 101** – On October 2, ASG hosted its biannual mandatory officer training session via Zoom. These sessions are an important time for ASG and club officers to gather and learn important leadership skills as well as develop a deeper understanding of ASG and college policies. In addition to ASG officers, every active SCC club is required to have an officer attend these leadership sessions.

### **PATHWAYS TO TEACHING PROGRAM**

- On September 24, PTTTP held its CBEST Workshop Series. Faculty Facilitator, Alisia Thompson hosted the first of two workshops which provide exam information, testing strategies and free study materials to participating students.



**TRANSFER SUCCESS CENTER**

- On September 22, over 30 students attended the Transfer 101 presentation. This presentation is best for first year students and provided a good overview of transfer and important information such as transfer agreements/guarantees, basic transfer requirements, and financial resources available for transfer. Many of the First Year Support Center students working on the student success certificate attended this event.

**LAPTOP LOANER PROGRAM**

Through SCC’s Laptop Loaner Program, approximately 216 devices are currently loaned out to students and 73 to faculty and staff. As of Thursday, October 8, we have 81 available laptops for loan. The team has reached out to eligible students on the program waitlist multiple times but it is appearing as though they have found a solution to their technological needs and are not responding to the invitations. In addition, 50 students borrowed a surface pro/laptop from EOPS.

**CARES ACT DOLLARS**

<b>Grants to Students</b>		<b>Santiago Canyon College</b>	
Certification Signed		4/13/2020	
Grant Period		4/13/2020 – 4/13/2021	
<b>Total Amount Awarded</b>		<b>\$ 1,446,953</b>	
Number of Grant Recipients	1,714		
Average Grant Amount	\$ 515		
<b>Total Amount of Grants Distributed</b>		<b>\$ 882,850</b>	
<b>Amount Remaining to Distribute</b>		<b>\$ 564,103</b>	
<b>Institutional Support</b>		<b>Santiago Canyon College</b>	
Certification Signed		4/22/2020	
Grant Period		5/6/2020 - 5/6/2021	
<b>Total Amount Awarded</b>		<b>\$ 1,446,953</b>	
Allowable Expenses:			
Shift in Institutional Operations	\$266,345		
Refunds Provided to Students	\$53,860		
Tech support (hotspots, software, etc)	\$21,140		
Computers for students	\$267,306		
Student Emergency Aid Grants	\$51,000		
OPM for Distance Learning	\$ -		
<b>Total Expenses</b>		<b>\$ 659,651</b>	
<b>Amount Remaining</b>		<b>\$ 787,302</b>	
<b>Minority Serving Institutions</b>		<b>Santiago Canyon College</b>	
Certification Signed		4/22/2020	
Grant Period		5/6/2020-5/5/2021	
<b>Total Amount Awarded</b>		<b>\$ 197,509</b>	
<b>Allowable Expenses:</b>			
Lost Revenue	\$ 100,000		
Reimbursement for expenses incurred	\$ -		
Tech costs to transtion to DE	\$ -		
Faculty and Staff Training			
Payroll	\$ -		
<b>Total Expenses</b>		<b>\$ 100,000</b>	
<b>Amount Remaining</b>		<b>\$ 97,509</b>	

## **PRESIDENT'S OUTREACH TO COMMUNITY**

- On Tuesday, October 6, SCC Interim President met with Congresswoman Katie Porter and filed representatives Cody Mendoza and Joonsoo Yi via zoom. Topics covered included COVID-19 testing for SCC students, Voting Registration, Census, and Veterans Services.
- SCC Interim President received confirmation that he was accepted as a member of the Board of Directors of the Community Foundation of Orange.
- SCC interim President received confirmation that he was accepted as a member of the Rotary Club of Villa Park.

## **UPCOMING EVENTS**

- **Voting Center:** SCC's Gymnasium will serve as a Voting Center on:
  - Friday, October 30 through Monday, November 2 from 8:00 am to 8:00 pm
  - Tuesday, November 3 from 7:00 am to 10:00 pm
- **Next Blood Drive:** Friday, November 20, from 10:00 am to 4:00 pm, SCC Gymnasium. The event will be able to accommodate 65 donors per day, by appointment, and will include a free COVID-19 Anti-body test
- **Food Distribution through SCC Hawk's Nest Food Pantry:** Every Thursday from 10:00 am to 2 pm at SCC Parking Lot 2.

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

To:	Board of Trustees	Date: October 26, 2020
Re:	Approval of Clinical Training Affiliation Agreement (Without School Instructor on Entity Premises) with St. Joseph Heritage Healthcare/Hoag	
Action:	Request for Approval	

**BACKGROUND**

Students in the Medical Assistant 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 Clinical Training Affiliation Agreement (Without School Instructor on Entity Premises) with St. Joseph Heritage Healthcare/Hoag (“Agreement”) will yield appropriate clinical activities for the program.

**ANALYSIS**

The Agreement covers the scope of the program’s operations of the facility, as well as other issues relating to the responsibilities for both parties. This Agreement is with an existing established partner, which includes a new three (3) year term and carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the Clinical Training Affiliation Agreement (Without School Instructor on Entity Premises) with St. Joseph Heritage Healthcare/Hoag, located in Anaheim, California, as presented.

Fiscal Impact:	None	Board Date: October 26, 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	

# CLINICAL TRAINING AFFILIATION AGREEMENT

## (Without School Instructor on Entity Premises)

This Clinical Training Affiliation Agreement ("Agreement") is made and entered into as of the later of **December 1, 2020** or the execution of the Agreement by both parties (the "Effective Date") by and between St. Joseph Heritage Healthcare/Hoag ("entity"), and **Rancho Santiago Community College District, on behalf of Santa Ana College Nursing Program ("School"), located at 1530 West 17<sup>th</sup> Street, Santa Ana, California.**

### RECITALS

A. Entity is a California nonprofit public benefit corporation that operates multi-specialty and primary care facilities.

B. School is an institution of higher learning authorized pursuant to California law to offer health care program(s) and to maintain classes and such program(s) at hospitals for the purpose of providing clinical training for students in such classes.

C. Entity operates clinical facilities which are suitable for School's clinical training programs ("the Program(s)") in the area of **Medical Assistant Program**. School desires to establish the Program(s) at Hospital for the students of the School enrolled in the Program(s). Entity desires to support the Program(s) to assist in training students of School.

D. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program(s) at Hospital.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### 1. RESPONSIBILITIES OF SCHOOL

1.1 Academic Responsibility. School shall develop the Program(s) curriculum and shall be responsible for offering a health care education Program eligible, if necessary, for accreditation and approval by any state board or agency.

1.2 Number of Students. School shall designate and notify Entity of the students who are enrolled and in good standing in the Program(s) to be assigned for clinical training at Hospital in such numbers as are mutually agreed upon between Entity and School. School and Entity will also mutually agree to the dates and length of the Program(s).

1.3 Orientation. School shall provide orientation to all students and ensure that all students receive clinical instruction and have necessary basic skills prior to the clinical experience at Entity.

1.4 Discipline. School shall be responsible for counseling, controlling, disciplining and

all activities of students at Entity.

1.5 Documentation. School shall maintain all attendance and academic records of students participating in the Program(s). School shall implement and maintain an evaluation process of the students' progress throughout the Program(s).

1.6 Background Check. School shall conduct a background check on each student. At a minimum, the background check shall include the following: verification of identity (social security trace); criminal background check in all counties of residence and employment for the last seven (7) years; motor vehicle records trace; and Office of Inspector General ("OIG") sanction trace.

1.7 Health Clearance. School shall ensure that each Student complies with Entity's requirements for immunizations, tests, and required education including but not limited to: (a) an annual health examination, (b) Proof of TB skin test (Mantoux) within previous 12 months, repeated annually, If known skin test positive, baseline chest x-ray, annual symptom screen and repeat CXR if annual symptom review is positive. (c) Proof of immunization or immune titers to Rubeola, Rubella and Varicella, (d) proof of Tetanus, Diphtheria, and Acellular Pertussis (Tdap) immunization, (e) proof of Hepatitis B vaccine, and (f) proof of annual Influenza vaccination, or declination statement for (b)-(f). School shall provide (a) proof of Aerosol Transmissible Disease (ATD) training on placement and at least annually including elements required by the Cal/OSHA ATD Standard, and (b) proof of Bloodborne Pathogen training prior to a Student's first clinical day and at least annually thereafter including elements required by the Cal/OSHA Bloodborne Pathogen Standard.

1.8 Entity Policies and Procedures. School shall ensure that each student is aware of and understands all applicable Entity policies and procedures and shall require each student to conform to all such Entity policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of Entity and School. School shall instruct students that they are not permitted to interfere with the activity or judgment of the health care providers at Entity in administering care to patients in the context of training.

1.9 Supplies and Equipment. School shall provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the Program(s). School shall also be responsible, as between Entity and School, for the cost of travel expenses and transportation, if any, incurred by students as a result of the Program(s).

1.10 Confidentiality. School shall instruct students regarding confidentiality of patient information, including compliance with and legal obligations pursuant to the Health Insurance Portability and Accountability Act of 1996, and the implementation regulations thereunder. 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(s). School shall ensure that all students maintain the confidentiality of any and all patient and other information received in the course of the Program(s). Further, School shall ensure that students do not 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(s).

1.11 Insurance. School shall ensure that all students maintain professional liability insurance coverage (either independently or as an additional insured on School's policy) at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement.

Both parties agree to maintain professional and comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement and that such policies provide for notification to the other party at least in advance of any material modification or cancellation of such coverage.

School also agrees to maintain statutory Worker's Compensation coverage on any individuals characterized as employees of School working at Hospital pursuant to this Agreement at all times during the course of this Agreement. School shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except that, with respect to students, such evidence will be provided prior to the date when any new student commences participation in the Program(s).

1.12 Indemnification. Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its agents, employees, servants, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its agents, employees, servants, students, or subcontractors.

1.13 Accreditation. School shall at all times during the course of this Agreement be licensed or qualified to offer the Program(s) to students.

## **2. RESPONSIBILITIES OF Entity**

2.1 Access. Entity shall permit nonexclusive access to the Program(s) to those students designated by School as eligible for participation in the Program(s) at Entity provided such access does not unreasonably interfere with the regular activities at Entity. Entity agrees to provide qualified students with access to clinical 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 Entity patients.

2.2 Implementation of Program(s). Entity agrees to cooperate with and assist in the planning and implementation of the Program(s) at Entity for the benefit of students from School.

2.3 Instruction. Entity shall instruct students in their clinical training at Hospital with the supervision of a fully licensed professional, if applicable, relevant to the students' specific course of clinical training.

2.4 Accreditation. Entity shall maintain Entity so that it conforms to the requirements of the California Department of Public Health and the Governing bodies.

2.5 Patient Care. Pursuant to the California Code of Regulations ("CCR"), Title 22, Section 70713, School understands and agrees that Entity, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Entity patients. Further, School and students shall conduct their respective activities hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Entity 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 Regulatory Bodies and state law and is not intended to modify the independent contractor relationship nor indemnification requirements between the parties herein.

2.6 Space and Storage. At Entity's discretion, it will provide students with classroom space within Entity and an acceptable amount of storage space for School's instructional materials for use in the Program(s), subject to reasonable availability..

2.7 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 Entity policies, procedures and regulations, or fails to meet Entity standards for health, safety, security, cooperation or ethical behavior, Entity shall have the right to request that School withdraw the student from the Program(s). School shall comply with Entity's request within five (5) days of receipt of notice from Entity. Notwithstanding the foregoing, in the event of any emergency or if any student represents a threat to patient safety or personnel, Entity may immediately exclude any student from Hospital until final resolution of the matter with School.

2.8 Documentation. Entity agrees to make available to qualified students of School 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 Entity's facility for review.

2.9 First Aid. Entity shall be available to provide necessary emergency health care or first aid, within its capacity, to students participating in the Program(s). Any emergency health care or first aid provided by Entity shall be billed to the student or School 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.

2.10 Statement of Adequate Staffing. Entity acknowledges that it has adequate staffing and that students participating in the Program(s) shall not be substituted for staff necessary for reasonable staffing coverage.

2.11 Authority. Entity 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. RELATIONSHIP OF THE PARTIES**

3.1 Term. The term of this Agreement shall commence as of the Effective Date and shall continue for **Three ( 3 ) year(s)** unless terminated sooner as provided herein.

3.2 Termination. Either party may terminate this Agreement at any time and for any reason upon at least thirty (30) days prior written notice to the other party. To the extent reasonably possible, Entity will attempt to limit its termination of this Agreement without cause so as to allow the completion of student training for the then current academic year by any student who, at the date of mailing of said notice by Entity, was satisfactorily participating in the Program(s).

3.3 Independent Contractor. In the performance of the obligations under this Agreement, it is mutually understood and agreed that School is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between Entity and School an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. 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 Entity and any student. Therefore, the parties understand and agree that Entity is not responsible in any way, directly or indirectly, for any employment-related benefits for students. Such benefits not covered include but are not limited to, salaries, vacation time, sick leave, Workers' Compensation, and health benefits. The sole interest of Entity is to assure that services to its patients are performed in a competent and satisfactory manner. No relationship of employer and employee is created by this Agreement, and neither School nor any student enrolled in School's Program(s), whether as a shareholder, partner, employee, independent contractor, subcontractor or otherwise, shall have any claim under this Agreement or otherwise against Entity for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment benefits. School shall indemnify and hold harmless Hospital from any and all

liability for fees, compensation, wages and benefits of itself or its students, and from taxes on business income and other costs and expenses of an employer that Hospital would incur if, contrary to the parties' intention, School or its students are determined to be employees of Entity.

3.4 Role of Students. It is not the intention of School or Entity that any student occupy the position of third-party beneficiary of any obligations assumed by Hospital or School pursuant to this Agreement.

3.5 Publicity. Neither School nor Entity shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Program(s) without the prior written consent of the other party.

3.6 Records. It is understood and agreed that all records, other than student evaluation records and information, shall remain the property of Entity.

#### 4. GENERAL PROVISIONS

4.1 Entire Agreement; Amendment. This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement. The parties agree to amend this Agreement to the extent reasonably necessary for Hospital or its affiliates to comply with its tax-exempt bond obligations and covenants, to maintain tax-exempt status, and to qualify for tax-exempt financing.

4.2 Assignment. School shall not subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of Hospital. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.

4.3 Compliance. School acknowledges and agrees to abide by Entity's Corporate Responsibility Program ("CRP") and acknowledges that copies of the policies, procedures and handbooks describing the CRP are available to School and School's students. 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. School hereby agrees, that it shall promptly report any regulatory compliance concerns either to an appropriate Entity manager or through the Entity's Corporate Responsibility Hotline (866-913-0275). Further, it is represented and warranted by School that all individuals providing service hereunder shall not at any time have been sanctioned by a health care regulatory agency and, finally, that investigatory activity relevant to this School shall be promptly reported through the hotline (above). Failure to abide by the CRP compliance requirements shall give Entity the right to terminate this Agreement immediately at its sole discretion.

4.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in **Orange County**, California.

4.5 Non-Discrimination. Neither party shall unlawfully discriminate against any student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions.

4.6 Notices. Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three business days after being mailed by United States post, certified and return receipt requested; or



(c) one business day after being sent by nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

If to Entity: St. Joseph Heritage Healthcare / Hoag  
200 W. Center Promenade St.  
Anaheim, California 92805  
Attn: President & CEO

If to School: Rancho Santiago Community College District  
2323 N. Broadway  
Santa Ana, California 92670  
Attn: Adam M. O'Connor

4.7 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

4.8 Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.

**“ENTITY”**

St. Joseph Heritage Healthcare

Signature: \_\_\_\_\_

Printed Name: Kevin Manemann

Title: President and CEO

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

**“SCHOOL”**

**Rancho Santiago Community College District,  
on behalf of Santa Ana College Nursing Program**

Signature: \_\_\_\_\_

Printed Name: Adam M. O'Connor

Title: Interim Vice Chancellor, Business Operations/Fiscal Services

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

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

To:	Board of Trustees	Date: October 26, 2020
Re:	Approval of University of Texas at Arlington Educational Experience Affiliation Agreement Baccalaureate and Graduate Nursing with The University of Texas Arlington	
Action:	Request for Approval	

**BACKGROUND**

This is a University of Texas at Arlington Educational Experience Affiliation Agreement Baccalaureate and Graduate Nursing with The University of Texas Arlington (“Agreement”) to be a provider of post-graduate educational and training for students pursuing careers in nursing education. These students are in the Masters Program (MSN) or Bachelors Program (BSN) and will be preceptoring with Santa Ana College Nursing Faculty in the classroom and clinical setting as part of their post-graduate or under-graduate education.

**ANALYSIS**

This Agreement allows for clinical training of graduate or undergraduate nurses and is important to Santa Ana College because these students may become interested in teaching at Santa Ana College upon graduation as a result of a positive training experience. The Agreement covers the scope of program operations, as well as other issues relating to responsibilities for both parties. This Agreement is with an existing established partner, which includes a new one (1) year term with an additional four (4) year option. It carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the University of Texas at Arlington Educational Experience Affiliation Agreement Baccalaureate and Graduate Nursing with The University of Texas Arlington, located in Arlington, Texas, as presented.

Fiscal Impact:	None	Board Date: October 26, 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	

University of Texas At Arlington  
**EDUCATIONAL EXPERIENCE AFFILIATION AGREEMENT**  
Baccalaureate and Graduate Nursing

THIS AGREEMENT, effective the 26<sup>th</sup> day of January, 2021, is between **The University of Texas Arlington**, on behalf of its College of Nursing and Health Innovation ("University"), a component institution of The University of Texas System ("System") located at 411 Nedderman Dr., Arlington, Texas, and Rancho Santiago Community College District, on behalf of Santa Ana College Nursing Program ("Facility"), a facility having its principal office at 1530 W. 17<sup>th</sup> St., Santa Ana, State of California

WHEREAS, University provides academic courses with respect to and periodically desires to provide students in such courses with educational experience by utilizing appropriate facilities and personnel of third parties ("Program"); and

WHEREAS, Facility desires to cooperate with University to establish and implement from time to time one or more Programs involving the students and personnel of University and the facilities and personnel of Facility.

NOW, THEREFORE, in consideration of the mutual promises herein, University and Facility agree that any Program established and implemented by Facility and University during the term of this Agreement shall be covered by and subject to the following terms and conditions:

1. **Program Agreement:** To become effective, all agreements with respect to a Program ("Program Agreement") shall be reduced to writing, executed by authorized representatives of Facility and University.
2. **Conflict:** In the event of conflict between the text of Program Agreement and the text of this Agreement, this Agreement shall govern.
3. **Amendment of Program Agreement:** No amendment to a Program Agreement shall be effective unless reduced to writing, executed by the authorized representatives of Facility and University.
4. **Responsibility of Facility:** Except for acts to be performed by University pursuant to the provisions of this Agreement, Facility will furnish the premises, personnel, services, and all other items necessary for the educational experience specified in the Program Agreement. In connection with such Program, Facility will:
  - a. comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations; comply with all applicable requirements of any accreditation authority; and certify such compliance upon request by University;
  - b. permit the authority responsible for accreditation of University's curriculum to inspect the facilities, services, and other items provided by Facility for purposes of the educational experience; and
  - c. appoint a person to serve for Facility as liaison ("Facility Liaison") by the following procedure:
    - (1) Facility shall submit to University the name and professional and academic credentials of the person proposed as Facility Liaison in writing at least thirty (30) days prior to the date the appointment is to become effective;
    - (2) University shall notify Facility of University's approval or disapproval of such person within ten (10) days after receipt of such notice;
    - (3) No person shall act as Facility Liaison without the prior written approval of University;
    - (4) In the event the Facility Liaison approved by University later becomes unacceptable and university so notifies Facility in writing, Facility will appoint another person in accordance with the procedure outlined in paragraph 4 (c).
5. **Responsibilities of University:** University will:
  - a. furnish Facility with the names of the students assigned by University to participate in the Program;
  - b. assign only those students who have satisfactorily completed those portions of University curriculum that are prerequisite to Program participation; and

- c. designate a member of the University faculty ("University Representative") to coordinate the educational experience of students participating in the Program with the Facility Liaison. University shall give Facility written notice of the name of the University Representative.
6. **Notices:** All notices under this Agreement or a Program Agreement shall be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested. Such notices shall be deemed given when received by such party's designated representative.
7. **Oral Representations:** No oral representations of any officer, agent, or employee of Facility, University, or System shall affect or modify any obligations of either party under this Agreement or any Program Agreement.
8. **Amendment to Agreement:** No amendment to this Agreement shall be valid unless reduced to writing, signed by an authorized representative of each party.
9. **Assignment:** Neither this Agreement nor a Program Agreement may be assigned by either party without prior written approval of the other party.
10. **Performance:** A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute default hereunder, or give rise to any claim for damages.
11. **Term and Effective Date:** This Agreement shall continue in effect for an initial period ending one (1) year after the date and year stated in the first paragraph ("Term"). After such initial Term, this Agreement shall continue for an additional four (4) years unless one party shall give the other one hundred eighty (180) days prior written notice of intention to terminate. If such notice is given, this Agreement shall terminate: (a) at the end of such one hundred eighty (180) days; or (b) when all students enrolled in the Program at the time such notice is given have completed their respective courses of study under the Program, whichever event occurs last.
12. **Applicable Law:** The validity, interpretation, performance, and enforcement of this Agreement and any Program Agreement shall be governed by the laws of the State of Texas.
13. **FERPA.** For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA) and the Program, the University hereby designates the Facility as a school official with a legitimate educational interest in the educational records of the Students who participate in the Program to the extent that access to the records are required by the Facility to carry out the Program. Facility agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.
14. **Indemnification:** To the extent authorized under the constitution and laws of the State of Texas, Facility shall hold University harmless from liability resulting from Facility's acts or omissions within the terms of this Agreement provided, however, Facility shall not hold University harmless from any claims, demands, or causes of action arising in favor of any person or entity resulting directly or indirectly from negligence (whether sole, joint, concurring or otherwise) of University, its officers, agents, representatives, or employees, or any person or entity not subject to Facility's supervision or control  
  
To the extent authorized under the constitution and laws of the State of Texas, University shall hold Facility harmless from liability resulting from University's acts or omissions within the terms of this Agreement provided, however, University shall not hold Facility harmless from any claims, demands, or causes of action arising in favor of any person or entity resulting directly or indirectly from negligence (whether sole, joint, concurring or otherwise) of Facility, its officers, agents, representatives, or employees, or any person or entity not subject to University's supervision or control.
15. **HIPAA.** The parties agree that:
  - (a) the Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act (HIPAA) and subject to 45 CFR Parts 160 and 164 ("the HIPAA Privacy Regulation");
  - (b) to the extent that University students are participating in the Program and University faculty members are providing supervision at the Facility as part of the Program, such students and faculty members shall:

- (1) be considered part of the Facility’s workforce for HIPAA compliance purposes in accordance with 42 CFR §164.103, but shall not be construed to be employees of the Facility;
- (2) receive training by the Facility on, and subject to compliance with, all of Facility’s privacy policies adopted pursuant to the Regulations; and
- (3) not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to which a student has access through Program participation or a faculty member has access through the provision of supervision at the Facility that has not first been de-identified as provided in 42 CFR §164.514(a);
- (c) University will never access or request to access any Protected Health Information held or collected by or on behalf of the Facility that has not first been de-identified as provided in 42 CFR §164.514(a); and
- (d) no services are being provided to the Facility by the University pursuant to this agreement and therefore this agreement does not create a “business associate” relationship as that term is defined in 42 CFR §160.103.

16. Consideration for this agreement consists of the mutual promises contained herein. No remuneration shall be exchanged between Facility and School.

**RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT,**

**UNIVERSITY OF TEXAS AT ARLINGTON**

**on behalf of Santa Ana College Nursing Program**

By \_\_\_\_\_  
Amber Smallwood, PhD  
Assistant Vice Provost

By \_\_\_\_\_  
Adam M. O'Connor  
Interim Vice Chancellor  
Business Operations/Fiscal Services

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

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

UT System Office of General Counsel  
Last updated June 5, 2006

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

To:	Board of Trustees	Date: October 26, 2020
Re:	Approval of Clinical Training Affiliation Agreement (Without School Instructor on Entity Premises) with Santa Ana VIP Adult Day Health Care 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 Clinical Training Affiliation Agreement (Without School Instructor on Entity Premises) with Santa Ana VIP Adult Day Health Care Center (“Agreement”) will yield appropriate clinical activities for the program.

**ANALYSIS**

The Agreement covers the scope of the program’s operations of the facility, as well as other issues relating to the responsibilities for both parties. This Agreement is with an existing established partner, which includes a new five (5) year term and carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the Clinical Training Affiliation Agreement (Without School Instructor on Entity Premises) with Santa Ana VIP Adult Day Health Care Center, located in Santa Ana, California, as presented.

Fiscal Impact:	None	Board Date: October 26, 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	

# CLINICAL TRAINING AFFILIATION AGREEMENT

## (Without School Instructor on Entity Premises)

This Clinical Training Affiliation Agreement ("Agreement") is made and entered into as of the later of **January 1, 2021** or the execution of the Agreement by both parties (the "Effective Date") by and between **Santa Ana VIP Adult Day Health Care Center, located at 1101 S. Grand Ave, Santa Ana, California** ("Entity"), and **Rancho Santiago Community College District, on behalf of the Santa Ana College Nursing Program, located at 1530 West 17th Street, Santa Ana, California** ("School").

### RECITALS

A Entity is a Senior Center meeting the needs of seniors and families.

B School is an institution of higher learning authorized pursuant to California law to offer health care program(s) and to maintain classes and such program(s) at Entity for the purpose of providing clinical training for students in such classes.

C Entity operates clinical facilities which are suitable for School's clinical training programs ("the Program(s)") in the area of **Nursing and Health Science programs**. School desires to establish the Program(s) at Entity for the students of the School enrolled in the Program(s). Entity desires to support the Program(s) to assist in training students of School.

D. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program(s) at Entity.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### 1. RESPONSIBILITIES OF SCHOOL

1.1 Academic Responsibility. School shall develop the Program(s) curriculum and shall be responsible for offering a health care education Program eligible, if necessary, for accreditation and approval by any state board or agency.

1.2 Number of Students. School shall designate and notify Entity of the students who are enrolled and in good standing in the Program(s) to be assigned for clinical training at Entity in such numbers as are mutually agreed upon between Entity and School. School and Entity will also mutually agree to the dates and length of the Program(s).

1.3 Orientation. School shall provide orientation to all students and faculty and ensure that all students receive clinical instruction and have necessary basic skills prior to the clinical experience at Entity.

1.4 Discipline. School shall be responsible for counseling, controlling, disciplining and all activities of students at Entity.

1.5 Documentation. School shall maintain all attendance and academic records of students participating in the Program(s). School shall implement and maintain an evaluation process of the students' progress throughout the Program(s).

1.6 Background Check. School shall conduct a background check on each student. At a minimum, the background check shall include the following: verification of identity (social security trace); criminal background check in all counties of residence and employment for the last seven (7) years; motor vehicle records trace; and Office of Inspector General ("OIG") sanction trace.

1.7 Health Clearance. School shall ensure that each Student complies with Entity's requirements for immunizations, tests, and required education including but not limited to: (a) an annual health examination, (b) Proof of TB skin test (Mantoux) within previous 12 months, repeated annually, If known skin test positive, baseline chest x-ray, annual symptom screen and repeat CXR if annual symptom review is positive. (c) Proof of immunization or immune titers to Rubeola, Rubella and Varicella, (d) proof of Tetanus, Diptheria, and Acellular Pertussis (Tdap) immunization, (e) proof of Hepatitis B vaccine, and (f) proof of annual Influenza vaccination, or declination statement for (b)-(f). School, if applicable, shall provide (a) proof of Aerosol Transmissible Disease (ATD) training on placement and at least annually including elements required by the Cal/OSHA ATD Standard, and (b) proof of Bloodborne Pathogen training prior to a Student's first clinical day and at least annually thereafter including elements required by the Cal/OSHA Bloodborne Pathogen Standard.

1.8 Entity Policies and Procedures. School shall ensure that each student is aware of and understands all applicable Entity policies and procedures and shall require each student to conform to all such Entity policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of Entity and School. School shall instruct students that they are not permitted to interfere with the activity or judgment of the health care providers at Entity in administering care to patients in the context of training.

1.9 Supplies and Equipment. School shall provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the Program(s). School shall also be responsible, as between Entity and School, for the cost of travel expenses and transportation, if any, incurred by students as a result of the Program(s).

1.10 Confidentiality. School shall instruct students regarding confidentiality of patient information, including compliance with and legal obligations pursuant to the Health Insurance Portability and Accountability Act of 1996, and the implementation regulations thereunder. 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(s). School shall ensure that all students maintain the confidentiality of any and all patient and other information received in the course of the Program(s). Further, School shall ensure that students do not 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(s).

1.11 Insurance. School shall ensure that all students maintain professional liability insurance coverage (either independently or as an additional insured on School's policy) at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School agrees to maintain professional and comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School shall ensure that such policies provide for notification to Entity at least thirty (30) days in advance of any material modification or cancellation of such coverage. School also agrees to maintain statutory Workers' Compensation coverage on any



individuals characterized as employees of School working at Entity pursuant to this Agreement at all times during the course of this Agreement. School shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except that, with respect to students, such evidence will be provided prior to the date when any new student commences participation in the Program(s).

1.12 Indemnification. Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its agents, employees, servants, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its agents, employees, servants, students, or subcontractors.

1.13 Accreditation. School shall at all times during the course of this Agreement be licensed or qualified to offer the Program(s) to students.

## **2. RESPONSIBILITIES OF ENTITY**

2.1 Access. Entity shall permit nonexclusive access to the Program(s) to those students designated by School as eligible for participation in the Program(s) at Entity provided such access does not unreasonably interfere with the regular activities at Entity. Entity agrees to provide qualified students with access to clinical 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 Entity patients.

2.2 Implementation of Program(s). Entity agrees to cooperate with and assist in the planning and implementation of the Program(s) at Entity for the benefit of students from School.

2.3 Instruction. Entity shall instruct students in their clinical training at Entity with the supervision of a fully licensed professional, if applicable, relevant to the students' specific course of clinical training.

2.4 Accreditation. Entity shall maintain Entity so that it conforms to the requirements of the California Department of Public Health and the Governing bodies.

2.5 Patient Care. Pursuant to the California Code of Regulations ("CCR"), Title 22, Section 70713, School understands and agrees that Entity, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Entity patients. Further, School and students shall conduct their respective activities hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Entity policy and procedures, Emergency Medical Treatment and Active Labor Act ("EMTALA"), Title 22, the standards and requirements under the Joint Commission, professional standards, Entity 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 Regulatory Bodies and state law and is not intended to modify the independent contractor relationship nor indemnification requirements between the parties herein.

2.6 Space and Storage. At Entity's discretion, it will provide students with classroom space within Entity and an acceptable amount of storage space for School's instructional materials for use in the Program(s), subject to reasonable availability.

2.7 Removal of Students. Entity 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 Entity, fails to perform satisfactorily, fails to follow Entity policies, procedures and regulations, or fails to meet Entity standards for health, safety, security, cooperation or ethical behavior, Entity shall have the right to request that School withdraw the student from the Program(s). School shall comply with Entity's request within five (5) days of receipt of notice from Entity. Notwithstanding the foregoing, in the event of any emergency or if any student represents a threat to patient safety or personnel, Entity may immediately exclude any student from Entity until final resolution of the matter with School.

2.8 Documentation. Entity agrees to make available to qualified students of School 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 Entity's facility for review.

2.9 First Aid. Entity shall be available to provide necessary emergency health care or first aid, within its capacity, to students participating in the Program(s). Any emergency health care or first aid provided by Entity shall be billed to the student or School at Entity's normal billing rate for private-pay patients. Except as herein provided, Entity shall have no obligation to furnish medical or surgical care to any student.

2.10 Statement of Adequate Staffing. Entity acknowledges that it has adequate staffing and that students participating in the Program(s) shall not be substituted for staff necessary for reasonable staffing coverage.

2.11 Authority. Entity 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.

2.12 Insurance. Entity agrees to maintain professional and comprehensive or commercial general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Entity also agrees to maintain statutory Workers' Compensation coverage for their employees. Entity shall ensure that such policies provide for notification to School at least thirty (30) days in advance of any material modification or cancellation of such coverage. Entity shall provide certificates evidencing all coverage referred to in this section within ten (10) days of execution of this Agreement and thereafter, on an annual basis.

### **3. RELATIONSHIP OF THE PARTIES**

3.1 Term. The term of this Agreement shall commence as of the Effective Date and shall continue for **Five (5)** year(s) unless terminated sooner as provided herein.

3.2 Termination. Either party may terminate this Agreement at any time and for any reason upon at least thirty (30) days prior written notice to the other party. To the extent reasonably possible, Entity will attempt to limit its termination of this Agreement without cause so as to allow the completion of student training for the then current academic year by any student who, at the date of mailing of said notice by Entity, was satisfactorily participating in the Program(s).

3.3 Independent Contractor. In the performance of the obligations under this Agreement, it is mutually understood and agreed that School is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between Entity and School an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. 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 Entity and any student. Therefore, the parties understand and agree that Entity is not responsible in any way, directly or indirectly, for any employment-related benefits for students. Such benefits not covered include but are not limited to, salaries, vacation time, sick leave, Workers' Compensation, and health benefits. The sole interest of Entity is to assure that services to its patients are performed in a competent and satisfactory manner. No relationship of employer and employee is created by this Agreement, and neither School nor any student enrolled in School's Program(s), whether as a shareholder, partner, employee, independent contractor, subcontractor or otherwise, shall have any claim under this Agreement or otherwise against Entity for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment benefits. School shall indemnify and hold harmless Entity from any and all liability for fees, compensation, wages and benefits of itself or its students, and from taxes on business income and other costs and expenses of an employer that Entity would incur if, contrary to the parties' intention, School or its students are determined to be employees of Entity.

3.4 Role of Students. It is not the intention of School or Entity that any student occupy the position of third-party beneficiary of any obligations assumed by Entity or School pursuant to this Agreement.

3.5 Publicity. Neither School nor Entity shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Program(s) without the prior written consent of the other party.

3.6 Records. It is understood and agreed that all records, other than student evaluation records and information, shall remain the property of Entity.

#### 4. GENERAL PROVISIONS

4.1 Entire Agreement: Amendment. This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement. The parties agree to amend this Agreement to the extent reasonably necessary for Entity or its affiliates to comply with its tax-exempt bond obligations and covenants, to maintain tax-exempt status, and to qualify for tax-exempt financing.

4.2 Assignment. School shall not subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of Entity. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.

4.3 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California.

4.4 Non-Discrimination. Neither party shall unlawfully discriminate against any student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions.

4.5 Notices. Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three business days after being mailed by United States post, certified and return receipt requested; or (c) one business day after being sent by nationally recognized overnight courier, properly addressed as

follows or such other address as may later be designated by the party:

If to Entity: Santa Ana VIP Adult Day Health Care Center  
1101 S. Grand Ave  
Santa Ana, California 92705

If to School: Rancho Santiago Community College District  
2323 N. Broadway  
Santa Ana, California 92706  
Attn: Adam M. O'Connor

4.6 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

4.7 Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.

***Signature page to follow.***

**"ENTITY"**

**Santa Ana VIP Adult Day Health Care Center**

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

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

**"SCHOOL"**

**Rancho Santiago Community College District, on  
behalf of the Santa Ana College Nursing Program**

Signature: \_\_\_\_\_

Printed: Adam M. O'Connor

Title: Interim Vice Chancellor

Business Operations/Fiscal Services

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

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

To: Board of Trustees	Date: October 26, 2020
Re: Approval of Affiliation Agreement with College Hospital	
Action: Request for Approval	

**BACKGROUND**

Students in the Nursing programs 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 Affiliation Agreement with College Hospital (“Agreement”) will yield appropriate clinical rotation activities for the Nursing program.

**ANALYSIS**

The Agreement covers the scope of the program’s operations of the facility, as well as other issues relating to the responsibilities for both parties. This Agreement is with an existing established partner, which includes a new five (5) year term and carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the Affiliation Agreement with College Hospital, located in Costa Mesa, California, as presented.

Fiscal Impact:	None	Board Date: October 26, 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	

## AFFILIATION AGREEMENT

**THIS AFFILIATION AGREEMENT** (“Agreement”) is made and entered into as of January 1, 2021 (the “Effective Date”) between Rancho Santiago Community College District, a public educational agency, on behalf of Santa Ana College (“School”), and College Hospital (“Hospital”), located at 301 Victoria Street, Costa Mesa, CA. School and Hospital may be referred to hereinafter individually as a “Party” or collectively as the “Parties.”

### RECITALS:

- A. School has established a degree program in the field of Registered Nursing.
- B. Hospital operates an acute care and behavioral health care facility licensed in the State of California (“State”).
- C. School desires to provide to its students (hereinafter “Program Participants”) a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in an acute care/behavioral healthcare facility.
- D. Hospital has agreed to undertake training activities and to make its facility available to identified Program Participants of School for such purposes.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

#### 1. RESPONSIBILITIES OF SCHOOL.

a. **Clinical Program.** School shall be responsible for the implementation and operation of the clinical component of its program at Hospital (“Program”), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:

- (1) orientation of Program Participants and faculty to the clinical experience at Hospital;
- (2) provision of classroom theory and practical instruction to Program Participants prior to their clinical assignments at Hospital;
- (3) preparation of Program Participant/patient assignments and rotation plans for each Program Participant and coordination of same with Hospital;
- (4) continuing oral and written communication with Hospital regarding Program Participant performance and evaluation, absences and assignments of Program Participants, and other pertinent information;

(5) supervision of Program Participants and their performance at Hospital;

(6) participation, with the Program Participants, in Hospital's Quality Assurance and related programs; and

(7) performance of such other duties as may from time to time be agreed to between School and Hospital.

All Program Participants, faculty, employees, agents and representatives of School participating in the Program while on Hospital premises (collectively "Program Participants") shall be accountable to Hospital's Administrator. School shall be responsible for directing all Program Participants to comply with the terms of this Agreement.

b. **Program Participant Statements.** School shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A and a Statement of Confidentiality in the form attached hereto as Exhibit B.

c. **Health of Program Participants.** School shall provide to Hospital satisfactory evidence in the form of a completed "Clinical Profile" that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Hospital patients, employees, volunteers or guests prior to his or her participation in the Program. Such evidence shall include without limitation the completion of a two-step tuberculin skin test (within the last twelve months) or evidence that each Program Participant is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, and physical examination and evidence of immunity from rubella, measles and chicken pox, and evidence of completion of the series of three (3) hepatitis B vaccinations (if required by applicable law or Hospital policy). School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

d. **Dress Code; Meals.** School shall direct the Program Participants assigned to Hospital to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. Program Participants shall pay for their own meals at Hospital.

e. **Performance of Services.** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform their duties and services hereunder in accordance with all relevant local, state, and federal laws and



shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

f. **OSHA Compliance.** School shall be responsible for compliance by Program Participants 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, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to accepting the same level of responsibility as "the employer" would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. School's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

g. **Training.** Prior to a Program Participant's first assignment at Hospital, the assignment of a School employee, agent or representative to work at Hospital or the first date of service (after the Effective Date) of a faculty member at Hospital, School shall require that the Program Participant complete training regarding Hospital's patient information privacy policies and practices provided by Hospital. School shall maintain training records for a minimum of six years, including, without limitation, the names of those Program Participants that completed the training with the applicable date ("Training Records"). Further, School shall make the Training Records available to Hospital promptly, and without charge, upon Hospital's request.

h. **Certification.** Prior to a Program Participant's first assignment at Hospital, School shall provide a completed "Clinical Profile" as proof of current/valid CPR certification ("Certification") Healthcare Provider Level, for all Program Participants in direct patient care positions, per Hospital guidelines. Such Certification shall be provided to Hospital upon renewal/update of Certification.

i. **Criminal Background Verification.** Each Program Participant shall be required to submit to criminal background check as a condition of participation in the Program. School shall provide to Hospital satisfactory evidence in the form of a completed "Clinical Profile" that the Program Participant meets all required standards and is suitable to perform patient care as outlined in the Agreement. Hospital shall have the right to require the withdrawal of any Program Participant in the event that Program

Participant fails to meet the standards established by Hospital for acceptable criminal history.

**2. RESPONSIBILITIES OF HOSPITAL.**

a. Hospital shall accept the Program Participants assigned to the Program by School and cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide the opportunities for such Program Participants, who shall be supervised by School and Hospital, to observe and assist in various aspects of acute care patient care. Hospital shall coordinate with School to establish rotation and assignment. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.

b. Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

**3. MUTUAL RESPONSIBILITIES.** The parties shall cooperate to fulfill the following mutual responsibilities:

a. Program Participants shall be treated as trainees who have no expectation of receiving compensation, including workers' compensation or employee benefit programs, or future employment from Hospital or School.

b. Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

**4. WITHDRAWAL OF PROGRAM PARTICIPANTS.**

a. Hospital may immediately remove from the premises any Program Participant who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior.

b. Hospital may request School to withdraw or dismiss a Program Participant from the Program at Hospital when his or her performance is unsatisfactory to Hospital or his or her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, Hospital and School shall work to resolve the situation and, after five (5) days' time, said Program Participant's participation in the Program shall cease.

**5. INDEPENDENT CONTRACTOR.** The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, employees, or Program Participants shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a

partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. School shall indemnify, defend and hold Hospital harmless in the event of any dispute or claim associated with any third-party determination that an employer/employee relationship exists between Hospital and a Program Participant.

**6. NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability or other legally protected classification in either the selection of Program Participants, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Program.

**7. CONFIDENTIALITY.**

a. **Hospital Information.** School recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, School and Program Participants may have access to information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. School agrees that neither School nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express prior written consent, except in connection with the performance of School's and Program Participant's duties hereunder, any confidential or proprietary information of Hospital, including, without limitation, information which concerns Hospital's patients, costs, or treatment methods developed by Hospital, and which is not otherwise available to the public.

b. **Terms of Agreement.** Except for disclosure to their respective legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with either party or any of its affiliates), neither Hospital, School nor any Program Participant shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by the other parties in writing. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the other party with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to the other party.

c. **Patient Information.** Neither School nor any Program Participant shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any medical record or other patient information regarding Hospital patients, and School and Program Participant shall comply with all federal and state laws and regulations, and all bylaws,

rules, regulations, and policies of Hospital and Hospital's medical staff, regarding the confidentiality of such information. School acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Hospital's patients receiving treatment for alcohol or drug abuse, School and Program Participant are bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, as amended from time to time.

d. **Privacy of Health Information.** School acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"), which include the Standards for the Privacy of Individually Identifiable Health Information (the "Privacy Rule"), the Standards for Electronic Transactions, and the Security Rule (45 C.F.R. Parts 160–64), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (the "HITECH Act") (collectively, and as amended from time to time, the "HIPAA Regulations"), as well as applicable state privacy laws. Accordingly, Hospital may only disclose Protected Health Information, as defined in 45 C.F.R. 164.501, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, "Protected Health Information") to a Program Participant for purposes of providing treatment to Hospital patients or training a Program Participant to be a health care provider. A Program Participant may only request or use Protected Health Information about a Hospital patient for treatment and Hospital training program purposes. A Program Participant may only disclose Protected Health Information about a Hospital patient for treatment purposes to other health care providers involved in the patient's treatment or to Hospital's workforce members involved in the Program Participant's training program for training program purposes. A Program Participant shall not disclose Protected Health Information to School or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Hospital and School that satisfies Hospital's obligations under the limited data set standard. A Program Participant may disclose a patient's health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) - (c) to School or its faculty, employees, agents or representatives for School's use in evaluating the Program Participant.

School and Program Participants will implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. School will promptly report to Hospital any uses or disclosures, of which School or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that School contracts with any agents or independent contractors to whom School provides Protected Health Information received from Hospital, School shall include provisions in such agreements pursuant to which School and such agents or independent contractors agree to the same restrictions and conditions that apply to School with respect to Protected Health

Information. School will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required bylaw.

In the event a Hospital patient (or the patient's personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. § 164.501) of Hospital from School or a Program Participant, School or the Program Participant shall immediately forward such request and any such Protected Health Information, and a copy of any such written, protected information, in its, his or her possession to Hospital. If a Hospital patient (or the patient's personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Hospital from School or a Program Participant, then School shall or the Program Participant shall immediately forward such request and any such Protected Health Information, and a copy of any such written, protection information, in its, his or her possession to Hospital. Further, School or Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in School's or Program Participant's possession.

If School or a Program Participant receives a request for an accounting of disclosures of Protected Health Information from a Hospital patient (or the patient's personal representative), then School or the Program Participant shall within five days forward the request to Hospital. School shall assist Hospital to determine whether any such request for an accounting is a request for an accounting of Hospital's disclosures or of School's disclosures. If Hospital determines that the request is a request for an accounting of School's disclosures and School is a Covered Entity (as defined in 45 C.F.R. § 160.103), then School shall provide the patient with the accounting required by 45 C.F.R. § 164.528. If Hospital determines that the request is a request for an accounting of Hospital's disclosures, then School and Program Participants shall within 10 days forward any information in School's or Program Participants' possession that is required for Hospital to make the accounting required by 45 C.F.R. § 164.528.

No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by School or Hospital by virtue of this Subsection.

e. **Audit.** School shall, within five business days of a written request from Hospital, make available during normal business hours at School or Hospital all records, books, agreements, systems, policies and procedures relating to the use or disclosure of PHI for the purpose of allowing Hospital to audit and determine School's compliance with this Section 7. If Hospital discovers any violation of this Section 7, School shall promptly remedy such violation following receipt of written notice describing the violation from Hospital and shall certify in writing that it cured the violation.

**8. INSURANCE.**

a. School and Hospital each shall secure and maintain at all times during the Term, at their respective sole expense, general and professional liability insurance, covering themselves and their respective employees and agents. School shall either provide coverage on behalf of Program Participants or require Program Participants to secure such coverage. If Program Participants provide coverage on their own behalf, such coverage must be placed with an insurer reasonably satisfactory to Hospital. Such coverage provided by School and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per claim/occurrence and \$3,000,000 aggregate. Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claims-made basis, both School and Hospital hereby agree that prior to the effective date of termination of their respective current insurance coverage, both parties shall purchase, at their respective expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of the respective parties current coverage or prior to termination of this Agreement. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

b. School and Hospital shall each secure and maintain at all times during the Term, at their respective sole expense, workers' compensation and employers' liability insurance covering their respective employees. Such coverage provided by School and Hospital may be afforded via commercial insurance or self- insurance at the following limits:

Workers' Compensation:	Statutory limits
Employers' Liability:	\$1,000,000 each accident;
	\$1,000,000 disease policy limit;
	\$1,000,000 disease each employee

Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

**9. TERM; TERMINATION.**

a. **Term.** The initial term of this Agreement shall be for five (5) years, commencing on the Effective Date.

b. **Termination.** Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days'

prior written notice, provided that all Program Participants currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed two (2) months.

c. **Effect of Expiration or Other Termination.** Upon expiration or other termination of this Agreement, School shall and shall cause Program Participants to either return or destroy all Protected Health Information received from Hospital or created or received by School or Program Participants on behalf of Hospital, and which School or Program Participants still maintain in any form. Notwithstanding the foregoing, to the extent that Hospital agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of Section 7 of this Agreement shall survive termination of this Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

**10. ENTIRE AGREEMENT; MODIFICATION.** This Agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

**11. SEVERABILITY.** Each and every provision of this Agreement is severable and independent of any other term or provision of this Agreement. If a court of competent jurisdiction hereof holds any term or provision void or invalid for any reason, such invalidity shall not affect the remainder of this Agreement.

**12. INDEMNIFICATION.** Each party shall indemnify, hold harmless, and defend the other party, its officers, directors, employees and agents, from and against any and all claims, liabilities, damages, and expenses, including without limitation, reasonable attorneys' fees (collectively "Claims"), whether or not covered by insurance, incurred by the other party in defending or compromising actions brought against the other party, its officers, directors, employees, or agents, to the extent such Claims arise out of or are related to, directly or indirectly, any breach by indemnifying party or its employees or agents of any of the covenants, representations or warranties contained in this Agreement or any act or omission of indemnifying party or its employees or agents. For the purposes of this Agreement, agents of School include, without limitation, all Program Participants.

**13. GOVERNING LAW; VENUE.** This Agreement shall be governed and construed in accordance with the laws of the State. The parties agree that Orange County, California shall be the only proper venue for disputes related to this Agreement.

**14. ATTORNEYS' FEES.** If legal action, arbitration, or other proceeding is commenced by either party arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees from the other party, in addition to any other relief granted.

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

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

**17. ASSIGNMENT; BINDING EFFECT.** School shall not assign or transfer, in whole or in part, this Agreement or any of School's rights, duties or obligations under this Agreement without the prior written consent of Hospital, and any assignment or transfer by School without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns. This Agreement is assignable by Hospital without consent or notice.

**18. NOTICES.** All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to School: Santa Ana College  
1530 West 17<sup>th</sup> Street  
Santa Ana, CA 92706  
Attn: Nursing Program Director

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

If to Hospital: College Hospital  
301 Victoria Street  
Costa Mesa, CA 92627  
Attn: Chief Executive Officer

or to such other persons or places as either party may from time to time designate by written notice to the other.



**19. STATEMENT OF RESPONSIBILITY.** For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment of patients of Hospital, as between School and Hospital only, School, its successors and/or assigns, do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by the Program Participant while participating in the Program operated by School at Hospital, unless such injury or loss arises solely out of Hospital's negligence or willful misconduct.

**20. INTERPRETATION.** The parties agree that each party has been given an opportunity to have its legal counsel of choice review this Agreement and represent its interests in this matter. This Agreement shall be deemed to have been drafted by all parties and, in the event of a dispute, no party shall be entitled to claim that any provision should be construed against any other party by reason of the fact

**21. SURVIVAL.** The parties' obligations under this Agreement which by their nature extend beyond the term of this Agreement, including, without limitation, Sections 5 (Independent Contractor), 7 (Confidentiality), 8(a) (Insurance), 12 (Indemnification), 13 (Governing Law; Venue) and 14 (Attorneys' Fees) and all subsections thereunder, shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

**22. STATUTES AND REGULATIONS.** Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to, any successor statute, regulation, ruling, or administrative order or decree.

**23. MASTER LIST OF CONTRACTS.** Hospital shall maintain a master list of its contracts that is maintained and updated centrally and is available for review by the Secretary of the United States Department of Health and Human Services upon request.

**24. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

**[SIGNATURE PAGE IMMEDIATELY FOLLOWS]**

**IN WITNESS WHEREOF**, the parties have caused this Affiliation Agreement to be executed by their authorized representatives as of the Effective Date.

**“SCHOOL”:**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT,  
ON BEHALF OF SANTA ANA COLLEGE**

---

Adam M. O’Connor  
Interim Vice Chancellor, Business Operations/Fiscal Services

**“HOSPITAL”:**

**College Hospital Costa Mesa**

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Chief Executive Officer

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

To:	Board of Trustees	Date: October 26, 2020
Re:	Approval of Agreement for Vocational Use of Salvage Parts from Hyundai Motor America	
Action:	Request for Approval	

**BACKGROUND**

Santa Ana College Automotive Technology has been contacted by Hyundai Motor America regarding the donation of one (1) air conditioning recovery machine to the college program. This item will be utilized primarily in the AUTO-161 course, Automotive Air Conditioning, Heating and Ventilation Systems, which is taught in spring semesters and various other courses to differing degrees. It will be invaluable for hands-on training in the Automotive Technology Program and be utilized by students in lab activities, reinforcing practical applications and real-world experiences. Automotive Technology faculty have been working with Hyundai and will continue to maintain a strong connection. Hyundai Motor America has been a valued supporter of the Automotive Technology program.

**ANALYSIS**

Hyundai Motor America wishes to donate this air conditioning recovery machine to the Santa Ana College Automotive Technology Program, with the intent it is used for training and education of students enrolled in the program.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this Agreement for Vocational Use of Salvage Parts from Hyundai Motor America, located in Fountain Valley, California, as presented.

Fiscal Impact:	None	Board Date: October 26, 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	

## **AGREEMENT FOR VOCATIONAL USE OF SALVAGE PARTS**

This Agreement for Vocational Use of Salvage Parts ("Agreement"), effective as of October 27, 2020 ("Effective Date"), is made and entered into by and between Hyundai Motor America, a California corporation ("Donor"), and Rancho Santiago Community College District, on behalf of Santa Ana College, a nonprofit entity ("Donee").

### **RECITALS**

WHEREAS, Donor wishes to donate certain salvage Hyundai parts (collectively, the "Parts") which are being transferred to Donee subject to the terms and conditions of this Agreement;

WHEREAS, Donee is a non-profit entity that wishes to use the Parts for the training and education of students in Donee's automotive program, and for no other use; and

WHEREAS, Donee understands that the Parts donated pursuant to this Agreement have been damaged and are being transferred to Donee "AS IS" with no guarantees or warranties, express or implied, whatsoever.

NOW, THEREFORE, in consideration of the above recitals as well as the covenants, conditions and mutual promises herein, the parties hereto agree as follows:

### **AGREEMENT**

1. The Parts. Subject to the covenants, warranties, terms and conditions of this Agreement, Donor hereby gives and transfers unto Donee, and Donee accepts, the Parts described by the parts numbers on Exhibit A, which is attached hereto and incorporated herein by this reference.

2. Condition of the Parts.

(a) The Parts are not useable and are considered scrap.

(b) Donee acknowledges that it is fully aware of the condition of the Parts. Donee further acknowledges that it is accepting the Parts "as is", and shall not use such Parts for any other purpose other than for vocational training. Donee expressly assumes all risks in connection with the ownership, use and/or possession of the Parts. Donee is responsible for Santa Ana College's ("SAC") use of the Parts and SAC's conformance to the restrictions and responsibilities of this Agreement.

3. Limitation of Warranties. THE PARTS ARE BEING DONATED BY DONOR AND ARE ACCEPTED BY DONEE "AS IS", WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER WARRANTY OF ANY NATURE OR EXTENT.

4. Prohibition Against Use of the Parts in any Road Vehicle. The Parts are donated to Donee in reliance upon the representation by Donee that they will be used for vocational training purposes only, and will never be used within any vehicle driven on any highway, street or road in the United States or abroad. Donee warrants that neither Donee, nor anyone on its behalf or within its power to control by contract or otherwise, shall remove, replace, alter or destroy identity markings on the Parts, except in accordance with applicable law. Donee further warrants that

identity markings which are necessary for the lawful operation of the Parts on any highway, street or road in the United States shall never be sold or offered for sale.

5. Prohibition Against Sale of Parts. Donee covenants that neither it nor anyone on its behalf or within its power to control by contract or otherwise shall remove and thereafter sell, loan, donate, or transfer any parts or portions of the Parts to any other person or entity for any purpose whatsoever. Upon completion of its use of the Parts, Donee shall destroy and scrap the Parts donated hereunder and shall provide Donor with written proof from the metal recycler that the Parts have been destroyed.

6. Compliance with Law. Donee covenants that any modification to and/or use of the Parts shall comply with all ordinances, resolutions, statutes, rules and regulations of any federal, state and/or local governmental agency of competent jurisdiction.

7. Terms of Delivery and Transfer of Ownership. Possession shall pass from Donor as of the date of execution by both parties of the “Donated Parts Receipt”, which is attached hereto as Exhibit B and incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of such Donated Parts Receipt and this Agreement, the terms of this Agreement shall govern.

8. License, Permits, Fees and Assessments. Donee has represented to Donor that it is a non-profit entity. Donee shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the ownership and use of the Parts. Donee shall further have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from the donation and use of the Parts under this Agreement.

9. Liability, Hold Harmless and Indemnification.

(a) Upon passing of possession to Donee, all liabilities and responsibilities in connection with the Parts shall pass to Donee.

(b) Donee agrees to indemnify, defend and hold harmless Donor, Hyundai Motor Company, and Hyundai Motor Manufacturing Alabama, LLC and their affiliates, partners, predecessors, successors, subsidiaries, distributors, officers, agents and employees (collectively, the “Indemnified Parties”), from and against any and all losses, claims, liabilities, causes of action and expenses, fines, assessments or penalties (including legal and other expenses reasonably incurred by the Indemnified Parties in connection with investigating or defending any such claim or liability, whether or not resulting in actual liability to the Indemnified Parties) based upon, resulting from, or arising out of Donee’s, or its employees’, agents’, students’ or subcontractors’, acts, errors and omissions, negligence or willful misconduct, in connection with the Parts or any breach of this Agreement, including, without limitation, any breach of a representation, warranty or covenant provided by Donee within this Agreement.

10. California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California.

11. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be contrary to the law or shall be adjudged by any court or government agency of competent jurisdiction to be invalid, void or unenforceable, such term or provision shall be deemed deleted from this Agreement and the remaining provisions and any application thereof shall continue in full force and effect. Further, the parties agree to substitute

for such invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

12. Notice. Any notice, demand, request, consent, approval or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail or overnight delivery to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated upon receipt or in four (4) days from the date-stamped time of mailing if mailed as provided in this Section, whichever first occurs. Alternatively, either party may fax notices provided that no fax notice shall be deemed communicated until telephonic confirmation of receipt by the individual addressee is received.

To Donor: Hyundai Motor America  
10550 Talbert Avenue  
Fountain Valley, CA 92708  
Attn: Matt Jones  
Phone: (714) 887-2489  
Email: mjones@hmausa.com

with a copy to (legal notices only): Hyundai Motor America  
10550 Talbert Avenue  
Fountain Valley, CA 92708  
Attn: Executive Vice President,  
Chief Legal Officer  
Phone Number: (714) 965-3372  
Fax Number: (714) 965-3815

To Donee: Santa Ana College  
1530 W 17th Street  
Santa Ana, CA 92706  
Attn: Santa Ana College,  
Automotive Technology Program  
Phone Number: (714) 564-6800

13. Integrated Agreement. This Agreement, including the Donated Parts Receipt, constitutes the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all previous negotiations, commitments and agreements, whether oral or in writing, with respect thereto. No modification of this Agreement will be binding unless in writing and duly executed by Donee and a Vice President of Donor.

14. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

**DONOR:**

Hyundai Motor America

By: \_\_\_\_\_  
Barry Ratzlaff  
Chief Customer Officer/Vice President,  
Retail Experiences and After-Sales

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

By: \_\_\_\_\_  
Rudy Enriquez  
Senior Manager, Purchasing

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

**DONEE:**

Rancho Santiago Community College  
District, on behalf of Santa Ana College

By: \_\_\_\_\_  
Adam M. O'Connor  
Interim Vice Chancellor  
Business Operations/Fiscal Services

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

**EXHIBIT A**  
**IDENTIFICATION OF PARTS**

The below-listed Hyundai parts will be donated to Donee following execution of the Agreement by both Donor and Donee:

No.	Manufacturer	Model	Serial Number
1	Robinair	HMA-1234-yf	215992631



**EXHIBIT B  
DONATED PARTS RECEIPT**

By receipt of the parts described below, it is acknowledged that the below named Donee understands and agrees to all the terms and conditions stated in the Agreement for Vocational Use of Salvage Parts effective as of September 1, 2020.

No.	Manufacturer	Model	Serial Number
1	Robinair	HMA-1234-yf	215992631

**DONOR:**

Hyundai Motor America

**DONEE:**

Rancho Santiago Community College District, on behalf of Santa Ana College

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

Barry Ratzlaff  
Chief Customer Officer/Vice President,  
Retail Experiences and After-Sales

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

Adam M. O'Connor  
Interim Vice Chancellor  
Business Operations/Fiscal Services

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

Rudy Enriquez  
Senior Manager, Purchasing

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

To: Board of Trustees	Date: October 26, 2020
Re: Approval of Educational Partnership Agreement with Chamberlain University	
Action: Request for Approval	

**BACKGROUND**

Chamberlain University is an institution of higher education with campus locations across the United States and online programs offering graduate educational training programs through its College of Nursing and College of Health Professions. This Educational Partnership Agreement with Chamberlain University (“Agreement”) allows Santa Ana College Nursing students to pursue an Associate Degree in Nursing to Bachelor’s Degree in Nursing.

**ANALYSIS**

This Agreement allows for students to transfer from Santa Ana College to Chamberlain College of Nursing to pursue a Bachelor’s Degree in Nursing once prospective students meet Chamberlain College of Nursing’s eligibility requirements. This Agreement allows the Santa Ana College Nursing Program graduates to receive a discount of 10% off the Chamberlain College of Nursing program tuition rates and covers the scope of program operations, as well as other issues relating to responsibilities for both parties. It carries no costs or other financial arrangements and is in effect for an initial term of three (3) years and will automatically renew for two (2) additional periods of one (1) year each.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the Educational Partnership Agreement with Chamberlain University, based in Chicago, Illinois, as presented.

Fiscal Impact:	None	Board Date: October 26, 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	

**Partner Contact:** Adam M. O'Connor  
Interim Vice Chancellor, Business Operations/Fiscal Services  
1530 West 17th Street  
Santa Ana, CA 92706  
(714) 564-6000

**Chamberlain Contact:** Kristin Prokopas  
Workforce Solutions Consultant  
500 West Monroe Street  
Chicago, IL 60661  
(508) 577-9247

Rancho Santiago Community College  
District, on Behalf of Santa Ana College

## **Educational Partnership Agreement**

This Educational Partnership Agreement ("Agreement") is entered into by and between Chamberlain University ("Chamberlain"), with its national headquarters at 500 West Monroe Street, Chicago, IL 60661, and Rancho Santiago Community College District on Behalf of Santa Ana College Nursing Program with its principal place of business at 1530 West 17<sup>th</sup> Street, Santa Ana, CA 92706 ("Partner"). This Agreement shall become effective as of the date of the later signature in the signature block below ("Effective Date").

### **1. Purpose of Agreement**

Chamberlain is an institution of higher education with campus locations across the United States and online programs. It offers programs through its College of Nursing and College of Health Professions. Partner is an institution of higher education. This Agreement establishes an educational partnership between Chamberlain and Partner pursuant to which employees, faculty, students and/or graduates/alumni of Partner ("Partner Students") may enroll in certain of the courses and programs offered by Chamberlain ("Chamberlain Programs") at reduced fee and tuition rates, consistent with the terms and conditions of this Agreement. In addition, pursuant to this Agreement, Chamberlain may offer customized group start options that are designed to encourage Partner Students to advance their education.

### **2. Partner's Responsibilities**

Consistent with the terms and conditions of this Agreement, during the Term (as defined in Section 7, below), Partner will promote and make available to Partner's Students the opportunity to take advantage of the Chamberlain Programs upon the terms and conditions of this Agreement, such promotion may include:

- 2.1** Establishing on one or more of Partner's website(s) a link to a designated Chamberlain website for purposes of allowing Partner's Students access to information concerning the Chamberlain Programs and the terms and conditions pursuant to which Partner's Students may enroll in the Chamberlain Programs.
- 2.2** Hosting onsite or virtual information events exclusive to Chamberlain.
- 2.3** Identifying a contact at Partner for providing Chamberlain with Partner's logo and specific brand style guide, should Partner want Chamberlain to use its logo in the promotional and/or marketing materials.

### **3. Chamberlain's Responsibilities**

Consistent with the terms and conditions of this Agreement, during the Term (as defined in Section 7, below), Chamberlain will provide to all Partner Students the reduced fee and tuition rates for the Chamberlain Programs as listed on Exhibit A hereto, which may be updated from time to time without prior written consent of the parties or amending the Agreement.

### **4. Program Integrity**

Partner acknowledges and agrees that Chamberlain is solely responsible for and maintains all discretion with respect to the nature of the Chamberlain Programs, including the offering, substitution, or cancellation of any program. Partner further acknowledges: (a) that Chamberlain will consider admission of Partner Students to Chamberlain Programs on the same terms and conditions as any other applicant to the Chamberlain Programs, as may be amended from time to time; (b) that all Partner Students who are admitted to and enrolled in a Chamberlain Program must comply with all academic and administrative requirements of Chamberlain, including admission requirements, academic policies, and program requirements; (c) that Chamberlain may change academic and administrative requirements at any time in its sole discretion; (d) that Chamberlain retains sole discretion on the award of proficiency credits and the transfer of courses and (e) that Chamberlain is solely responsible for maintaining any website, social media, or other platform owned or operated by Chamberlain.

This Agreement is made explicitly subject to the terms of Chamberlain's admission requirements, academic policies, and program requirements, including but not limited to the Chamberlain academic catalog and student handbook (all of the foregoing collectively

referred to herein as the “Chamberlain Policies”). See [Exhibit A](#) for hyperlinks to Chamberlain’s current admission requirements and student handbooks.

## **5. Licenses and Intellectual Property**

- 5.1** Each party hereby grants the other party (a) a limited and non-exclusive, royalty free license to use the granting party’s names, logos, service marks or trademarks (collectively, the “Marks” ), and (b) a license to use the granting party’s name as a reference in the other party’s marketing and other promotional materials, in each case solely for purposes of performing the other party’s obligations and exercising the other party’s rights under this Agreement; provided, however, that the other party may not use any Mark(s) or otherwise reference the granting party in any marketing, promotional or other materials, including on websites or in any social media owned or operated by the other party, until such uses and materials in whatever form have been previously submitted to and approved in writing by the granting party, which approval may be withheld by the granting party for any reason in its sole discretion.
- 5.2** Except for what is set forth in this Section 5.1, no rights or licenses with respect to any intellectual property are granted under this Agreement. Each party will own and retain all right, title, and interest in and to its names, logos and service marks, proprietary features and proprietary technology, trade secrets, patents, copyrights, trademarks, and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including, without limitation, rights in and to all applications and registrations relating to any of the foregoing and including, without limitation, any such rights in and to any information or content contributed by such party to the other party.
- 5.3** Upon the granting party’s request, the other party will promptly remove, alter, or modify any and all use of the granting party’s Marks or other references to the granting party in any marketing, promotional or other materials, including on websites or social media platforms.
- 5.4** Upon termination of this Agreement for any reason, each party will discontinue any and all use of the other party’s Marks or other references to the other party in any marketing, promotional or other materials, including on websites and in social media, within a reasonable amount of time following the termination of this Agreement, not to exceed thirty (30) days. This section shall survive termination of this Agreement for any reason.

## **6. Education Records**

Partner acknowledges that if, in connection with the performance of the Partner Services, it is provided access to the Education Records (as defined below) of current, or future students who participate or have participated in Chamberlain Programs, it will maintain such Education Records in material compliance with the requirements of the Family Educational Rights and Privacy Act, as amended, the Gramm-Leach Bliley Act, as amended, and any other applicable laws or regulations applicable to the privacy or confidentiality of such Education Records. As used herein, “Education Records” means all such records described by 34 C.F.R. § 99.3 maintained by, for or on behalf of Chamberlain.

## **7. Term and Termination**

- 7.1** This Agreement will commence on the Effective Date and continue for an initial term of three (3) years (“Initial Term”). Thereafter, this Agreement will automatically renew for two (2) additional periods of one (1) year each (each a “Renewal Term”) unless either party provides written notice of termination pursuant to this section. The Initial Term together with any Renewal Term(s) will be referred to herein as the “Term.”
- 7.2** Either party may terminate this Agreement without cause at any time upon at least sixty (60) days prior written notice to the other party. In the event either party materially breaches one or more terms of this Agreement, subject to a five-day cure period, the other party may terminate this Agreement immediately.
- 7.3** In the case that this Agreement is terminated for any reason by either party or expires upon its own terms, no additional Partner Students will be eligible to enroll in the Chamberlain Programs at the reduced fee and tuition rates set forth in this Agreement. However, any Partner Student currently enrolled in Chamberlain Programs identified in [Exhibit A](#) at the time of termination or expiration may continue to receive the Partner Tuition Rate designated by Chamberlain until the Partner Student completes, withdraws or is dismissed/withdrawn from the Program.

## **8. Representations and Warranties**

Each party represents and warrants that (a) it has the full power and authority to enter into this Agreement and to perform its obligations under this Agreement; (b) it is duly licensed, authorized, or qualified to do business and is in good standing in every jurisdiction in which a license, authorization, or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it, except when the failure to be so licensed, authorized, or qualified would not have a material, adverse effect on its ability to fulfill its obligations hereunder; (c) it will materially comply with all applicable federal, state, and local laws and regulations applicable to the performance of its obligations hereunder; (d) it will obtain all applicable permits and licenses required of it in connection with its obligations hereunder; and (e) the execution of this Agreement by such party does not violate any agreements, rights, or obligations existing between such party and any third party. Partner further acknowledges that it has reviewed and understood the program disclosures concerning accreditation status and other matters in [Exhibit B](#), which shall be expunged from the

Agreement upon accreditation. **NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, AND NONINFRINGEMENT.**

#### 9. Limitation of Liability

**EXCEPT FOR AMOUNTS OWED BY A PARTY PURSUANT TO ITS INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10, BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED ACCESS TO INFORMATION AND THE LIKE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, EACH PARTY'S AGGREGATE MAXIMUM LIABILITY ARISING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) SHALL NOT EXCEED ONE THOUSAND DOLLARS (\$1,000). THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR ANY REASON.**

#### 10. Indemnification

Each party will indemnify and hold harmless the other party from any damages or expenses that result from a third party claim, suit, action or other proceeding to the extent they are caused solely by the indemnifying party's breach of Section 5 (Licenses and Intellectual Property) or Section 7 (Term and Termination) of this Agreement. The indemnifying party will have no duty to defend, and allegations will not trigger a party's duty to indemnify, including with regard to defense costs. A party shall have no obligation to indemnify the other party for any damages or expenses the other party incurs arising out of the other party's negligence, acts or omissions. In the event that a party enters a settlement with a third-party, the other party will have no obligation to indemnify for the settlement or other expenses.

#### 11. Miscellaneous

- 11.1 Entire Agreement. This Agreement, together with the exhibits attached hereto, constitute the entire agreement between the parties in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, discussions, arrangements or understandings with respect to such subject matter. The terms and conditions of this Agreement will take precedence and will govern in the event of any inconsistent or conflicting terms in a purchase order, acknowledgement, confirmation or other document or instrument issued by either party (even if signed).
- 11.2 Severability. If any provision of this Agreement is determined by a court to be invalid or unenforceable, in whole or part, such determination will not affect any of the other provisions or the valid portion of a partially stricken provision, each of which will be construed and enforced as if such invalid or unenforceable provision or portion thereof was not contained herein.
- 11.3 Independent Contractors. The parties acknowledge and agree that they are dealing with each other as independent contractors and this Agreement does not create an agency, partnership, joint venture, or employment relationship. Neither party will act or have the power to act for or bind the other in any respect whatsoever or to make or expand any representations, warranties or guaranties of the other party.
- 11.4 Applicable Law. This Agreement, the legal relations between the parties and the adjudication and enforcement thereof will be interpreted and construed in accordance with the laws of the State of Illinois, without regard to the conflicts of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of another jurisdiction.
- 11.5 Submission to Jurisdiction; Remedies Cumulative. The parties irrevocably consent to the exclusive jurisdiction of the courts of the State of Illinois or of the United States District Court for the Northern District of Illinois for any actions, suits, or proceedings relating to the matters set forth in this Agreement, and waive any objection based on venue or jurisdiction. All remedies available to either party (at law, in equity, under this Agreement, or otherwise) will be cumulative and non-exclusive, unless otherwise specifically stated in this Agreement.
- 11.6 WAIVER OF JURY TRIAL. **EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION AS BETWEEN THE PARTIES DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR DISPUTES RELATING HERETO. EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.**
- 11.7 Amendment; Waivers. Except as provided in Section 3, no term or condition of this Agreement may be amended, modified or waived without the prior written consent of the party against whom such amendment, modification or waiver will be enforced. Any waiver granted hereunder will be deemed a specific waiver relating only to the specific waiver relating only to the specific event giving rise to such waiver and not as a general waiver of any term or condition hereof.

- 11.8 Benefits Only to Parties. Nothing expressed by or mentioned in this Agreement is intended or will be construed to give any person, other than the parties and their successors or permitted assigns, any legal or equitable right, remedy, or claim under or in respect of this Agreement or any provision herein contained, this Agreement and all conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties and their respective successors and permitted assigns, and for the benefit of no other person.
- 11.9 Statements. Except as may be permitted per Section 5.1 above, Partner will not make any statements or representation regarding Chamberlain or its programs, policies, or services, nor develop for distribution any marketing materials on Chamberlain's behalf, except as otherwise permitted under the terms and conditions of this Agreement.
- 11.10 Survival. The expiration or termination of this Agreement for any reason will not release either party from any liabilities or obligations set forth herein or therein which (a) the parties have expressly agreed will survive any such expiration or termination or (b) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination. Without limitation of the foregoing, Sections 5, 6, 7, 8, 9 and 10 will survive termination or expiration of this Agreement.
- 11.11 Non-Exclusivity; Assignment. Nothing in this Agreement will be construed as preventing either party from entering into an agreement with other third parties for similar purpose(s) or services as set forth herein. Neither party may assign this Agreement without the prior written consent of the other party, which will not be unreasonably withheld.
- 11.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

AGREED BY:

**Chamberlain University**

**Rancho Santiago Community College District,  
on Behalf of Santa Ana College**

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

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

Printed Name: Ranil Herath

Printed Name: Adam M. O'Connor

Vice President, Operations

Interim Vice Chancellor, Business Operations/Fiscal Services

Date:

Date:

## Exhibit A: Fee and Tuition Schedule

### 1. Fee and Tuition.

- a. Beginning the first academic session start following the Effective Date of this Agreement, Partner Students who enroll in and are admitted to one of the Chamberlain Programs identified below will receive:
  - i. a waiver of the application fee normally required by Chamberlain; and
  - ii. a tuition reduction below normal charges for tuition associated with such Chamberlain Programs, which is shown as a group specific tuition rate in the schedule below ("Partner Tuition Rate"). This rate is subject to change at Chamberlain's sole discretion.
- b. Any Partner Student who was admitted and enrolled in any Chamberlain Program prior to the Effective Date may opt to receive the Partner Tuition Rate at the start of such Partner Student's next full academic session beginning after the Effective Date; provided, however, that any such Partner Student will not receive the Partner Tuition Rate or any related credits, repayments, refunds or pro rations for any money previously paid or due for any academic session that ended prior to, or was in progress at the time of, the Effective Date.
- c. The Partner Tuition Rate applies only to tuition, and not to any other charges, fees, or assessments, including costs of supplies, books, and materials.
- d. Chamberlain may change its tuition rates at any time in its sole discretion and the Partner Tuition Rate will be calculated on the relevant tuition in effect at that time. For current tuition and fees, please refer to <http://www.chamberlain.edu/tuition>. The offering, substitution, or cancellation of any program will be at Chamberlain's sole discretion.
- e. Note that certain tuition reduction opportunities cannot be combined with other tuition reduction options. To determine if they are eligible for additional tuition reduction opportunities, Partner Students should contact Chamberlain Student Services Advising.

Chamberlain Program	Partner Tuition Rate
<b>College of Nursing</b>	
RN-BSN Completion Program	90%
RN-BSN to MSN	90%
Master of Science in Nursing (MSN)	90%
Doctor of Nursing Practice (DNP)	90%
<b>College of Health Professions</b>	
Master of Public Health (MPH)	90%
Master of Social Work (MSW)	90%

2. **Hyperlinks.** Please refer to <https://www.chamberlain.edu/media/3371/catalog.pdf> for current admission requirements for all programs and <https://www.chamberlain.edu/resources/academics/student-handbooks> for current student handbooks.

## **Exhibit B: Program Disclosures**

### **Program Disclosures for Master of Public Health (MPH)**

Accreditation of the MPH Program. Partner acknowledges that it has been informed about the accreditation status of the Program as follows:

- Chamberlain University is accredited by the Higher Learning Commission ([www.hlcommission.org](http://www.hlcommission.org)), a regional accreditation agency recognized by the U.S. Department of Education.
- Chamberlain University is an applicant for accreditation by the Council on Education for Public Health. The accreditation review will address the generalist Master of Public Health (MPH) degree program. Other degrees and areas of study offered by this institution will not be included in the unit of accreditation review. Council on Education for Public Health is located at 1010 Wayne Avenue, Suite 220, Silver Spring, MD 20910, [www.ceph.org](http://www.ceph.org).
- Chamberlain's application for CEPH accreditation of the MPH program was accepted on October 7, 2017. While Future Accreditation is not guaranteed, if accreditation is granted, the date of initial accreditation will be the date on which the most recent extension of the applicant status was granted (currently October 7, 2019). The council assigns the date of initial accreditation during the council meeting at which the accreditation decision is made. Entry into the process and acceptance of an application are not a guarantee of initial accreditation.

### **Program Disclosures for Master of Social Work (MSW)**

Accreditation of the MSW Program. Partner acknowledges that it has been informed about the accreditation status of the Program as follows:

- Chamberlain University is accredited by the Higher Learning Commission ([www.hlcommission.org](http://www.hlcommission.org)), a regional accreditation agency recognized by the U.S. Department of Education.
- Chamberlain University's Master of Social Work Program (MSW) has achieved Candidacy for Accreditation by the Council on Social Work Education's Commission on Accreditation (CSWE).
- Candidacy for a master's social work program by the Council on Social Work Education's Commission on Accreditation indicates that it has made progress toward meeting criteria for the assessment of program quality evaluated through a peer review process. A program that has attained Candidacy has demonstrated a commitment to meeting the compliance standards set by the Educational Policy and Accreditation Standards, but has not yet demonstrated full compliance.
- Students who enter programs that attain Candidacy in or before the academic year in which they begin their program of study will be retroactively recognized as having graduated from a CSWE-accredited program once the program attains Initial Accreditation. Candidacy is typically a three-year process and attaining Candidacy does not guarantee that a program will eventually attain Initial Accreditation. Candidacy applies to all program sites and program delivery methods of an accredited program. Accreditation provides reasonable assurance about the quality of the program and the competence of students graduating from the program.

Any updates to the accreditation status of the above programs will be posted on Chamberlain's website at <https://www.chamberlain.edu/about/accreditation>.

These disclosures will be automatically expunged from the Agreement upon the program receiving accreditation.



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

To:	Board of Trustees	Date: October 26, 2020
Re:	Approval of Affiliation Agreement with HumanGood SoCal dba Regents Point	
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 Affiliation Agreement with HumanGood SoCal, a California nonprofit public benefit corporation dba Regents Point (“Agreement”), will yield appropriate clinical activities for the program.

**ANALYSIS**

The Agreement covers the scope of the program’s operations of the facility, as well as other issues relating to the responsibilities for both parties. This Agreement is with an existing established partner, which includes a new five (5) year term and carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the Affiliation Agreement with HumanGood SoCal dba Regents Point, located in Irvine, California, as presented.

Fiscal Impact:	None	Board Date: October 26, 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	

## AFFILIATION AGREEMENT

**THIS AFFILIATION AGREEMENT** (“Agreement”) is made and entered into as of January 1, 2021 (the “Effective Date”) between Rancho Santiago Community College District, a public educational agency, on behalf of Santa Ana College (“School”), and HumanGood SoCal, a California nonprofit public benefit corporation dba Regents Point (“Agency”), located at 19191 Harvard Ave, Irvine, CA. School and Agency may be referred to hereinafter individually as a “Party” or collectively as the “Parties.”

### RECITALS:

- A. School has established a degree program in the field of Registered Nursing.
- B. Agency operates a nonprofit public benefit corporation serving older adults licensed in the State of California (“State”).
- C. School desires to provide to its students (hereinafter “Program Participants”) a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in the geriatric community.
- D. Agency has agreed to undertake training activities and to make its facility available to identified Program Participants of School for such purposes.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

#### 1. RESPONSIBILITIES OF SCHOOL.

a. **Clinical Program.** School shall be responsible for the implementation and operation of the clinical component of its program at Agency (“Program”), which Program shall be approved in advance by Agency. Such responsibilities shall include, but not be limited to, the following:

- (1) orientation of Program Participants and faculty to the clinical experience at Agency;
- (2) provision of classroom theory and practical instruction to Program Participants prior to their clinical assignments at Agency;
- (3) preparation of Program Participant/patient assignments and rotation plans for each Program Participant and coordination of same with Agency;
- (4) continuing oral and written communication with Agency regarding Program Participant performance and evaluation, absences and assignments of Program Participants, and other pertinent information;

(5) supervision of Program Participants and their performance at Agency;

(6) participation, with the Program Participants, in Agency's Quality Assurance and related programs; and

(7) performance of such other duties as may from time to time be agreed to between School and Agency.

All Program Participants, faculty, employees, agents and representatives of School participating in the Program while on Agency premises (collectively "Program Participants") shall be accountable to Agency's Administrator. School shall be responsible for directing all Program Participants to comply with the terms of this Agreement.

b. **Program Participant Statements.** School shall require each Program Participant to sign a Statement of Responsibility and a Statement of Confidentiality.

c. **Health of Program Participants.** School shall provide to Agency satisfactory evidence in the form of a completed "Clinical Profile" that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Agency patients, employees, volunteers or guests prior to his or her participation in the Program. Such evidence shall include without limitation the completion of a two-step tuberculin skin test (within the last twelve months) or evidence that each Program Participant is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, and physical examination and evidence of immunity from rubella, measles and chicken pox, and evidence of completion of the series of three (3) hepatitis B vaccinations (if required by applicable law or Agency policy). School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Agency. In no event shall Agency be financially or otherwise responsible for said medical care and treatment.

d. **Dress Code; Meals.** School shall direct the Program Participants assigned to Agency to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Agency's standards regarding same. Program Participants shall pay for their own meals at Agency.

e. **Performance of Services.** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Agency. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform their duties and services hereunder in accordance with all relevant local, state, and federal laws and

shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Agency and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Agency or the performance of services therein.

f. **OSHA Compliance.** School shall be responsible for compliance by Program Participants 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, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to accepting the same level of responsibility as "the employer" would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. School's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

g. **Training.** Prior to a Program Participant's first assignment at Agency, the assignment of a School employee, agent or representative to work at Agency or the first date of service (after the Effective Date) of a faculty member at Agency, School shall require that the Program Participant complete training regarding Agency's patient information privacy policies and practices provided by Agency. School shall maintain training records for a minimum of six years, including, without limitation, the names of those Program Participants that completed the training with the applicable date ("Training Records"). Further, School shall make the Training Records available to Agency promptly, and without charge, upon Agency's request.

h. **Certification.** Prior to a Program Participant's first assignment at Agency, School shall provide a completed "Clinical Profile" as proof of current/valid CPR certification ("Certification") Healthcare Provider Level, for all Program Participants in direct patient care positions, per Agency guidelines. Such Certification shall be provided to Agency upon renewal/update of Certification.

i. **Criminal Background Verification.** Each Program Participant shall be required to submit to criminal background check as a condition of participation in the Program. School shall provide to Agency satisfactory evidence in the form of a completed "Clinical Profile" that the Program Participant meets all required standards and is suitable to perform patient care as outlined in the Agreement. Agency shall have the right to require the withdrawal of any Program Participant in the event that Program

Participant fails to meet the standards established by Agency for acceptable criminal history.

**2. RESPONSIBILITIES OF AGENCY.**

a. Agency shall accept the Program Participants assigned to the Program by School and cooperate in the orientation of all Program Participants to Agency. Agency shall provide the opportunities for such Program Participants, who shall be supervised by School and Agency, to observe and assist in various aspects of acute care patient care. Agency shall coordinate with School to establish rotation and assignment. Agency shall at all times retain ultimate control of the Agency and responsibility for patient care.

b. Upon the request of School, Agency shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

**3. MUTUAL RESPONSIBILITIES.** The parties shall cooperate to fulfill the following mutual responsibilities:

a. Program Participants shall be treated as trainees who have no expectation of receiving compensation, including workers' compensation or employee benefit programs, or future employment from Agency or School.

b. Any courtesy appointments to faculty or staff by either the School or Agency shall be without entitlement of the individual to compensation or benefits for the appointed party.

**4. WITHDRAWAL OF PROGRAM PARTICIPANTS.**

a. Agency may immediately remove from the premises any Program Participant who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior.

b. Agency may request School to withdraw or dismiss a Program Participant from the Program at Agency when his or her performance is unsatisfactory to Agency or his or her behavior, in Agency's discretion, is disruptive or detrimental to Agency and/or its patients. In such event, Agency and School shall work to resolve the situation and, after five (5) days' time, said Program Participant's participation in the Program shall cease.

**5. INDEPENDENT CONTRACTOR.** The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, employees, or Program Participants shall be considered agents, representatives, or employees of Agency. In no event shall this Agreement be construed as establishing a

partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Agency for any salaries, insurance or other benefits. School shall indemnify, defend and hold Agency harmless in the event of any dispute or claim associated with any third-party determination that an employer/employee relationship exists between Agency and a Program Participant.

6. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability or other legally protected classification in either the selection of Program Participants, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Program.

7. **CONFIDENTIALITY.**

a. **Agency Information.** School recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, School and Program Participants may have access to information of Agency that is confidential and constitutes valuable, special and unique property of Agency. School agrees that neither School nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Agency's express prior written consent, except in connection with the performance of School's and Program Participant's duties hereunder, any confidential or proprietary information of Agency, including, without limitation, information which concerns Agency's patients, costs, or treatment methods developed by Agency, and which is not otherwise available to the public.

b. **Terms of Agreement.** Except for disclosure to their respective legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with either party or any of its affiliates), neither Agency, School nor any Program Participant shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by the other parties in writing. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the other party with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to the other party.

c. **Patient Information.** Neither School nor any Program Participant shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Agency in writing, any medical record or other patient information regarding Agency patients, and School and Program Participant shall comply with all federal and state laws and regulations, and all bylaws,

rules, regulations, and policies of Agency and Agency's medical staff, regarding the confidentiality of such information. School acknowledges that in receiving or otherwise dealing with any records or information from Agency about Agency's patients receiving treatment for alcohol or drug abuse, School and Program Participant are bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, as amended from time to time.

d. **Privacy of Health Information.** School acknowledges that Agency must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"), which include the Standards for the Privacy of Individually Identifiable Health Information (the "Privacy Rule"), the Standards for Electronic Transactions, and the Security Rule (45 C.F.R. Parts 160–64), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (the "HITECH Act") (collectively, and as amended from time to time, the "HIPAA Regulations"), as well as applicable state privacy laws. Accordingly, Agency may only disclose Protected Health Information, as defined in 45 C.F.R. 164.501, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, "Protected Health Information") to a Program Participant for purposes of providing treatment to Agency patients or training a Program Participant to be a health care provider. A Program Participant may only request or use Protected Health Information about a Agency patient for treatment and Agency training program purposes. A Program Participant may only disclose Protected Health Information about a Agency patient for treatment purposes to other health care providers involved in the patient's treatment or to Agency's workforce members involved in the Program Participant's training program for training program purposes. A Program Participant shall not disclose Protected Health Information to School or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Agency and School that satisfies Agency's obligations under the limited data set standard. A Program Participant may disclose a patient's health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) - (c) to School or its faculty, employees, agents or representatives for School's use in evaluating the Program Participant.

School and Program Participants will implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. School will promptly report to Agency any uses or disclosures, of which School or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that School contracts with any agents or independent contractors to whom School provides Protected Health Information received from Agency, School shall include provisions in such agreements pursuant to which School and such agents or independent contractors agree to the same restrictions and conditions that apply to School with respect to Protected Health

Information. School will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required by law.

In the event a Agency patient (or the patient's personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. § 164.501) of Agency from School or a Program Participant, School or the Program Participant shall immediately forward such request and any such Protected Health Information, and a copy of any such written, protected information, in its, his or her possession to Agency. If a Agency patient (or the patient's personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Agency from School or a Program Participant, then School shall or the Program Participant shall immediately forward such request and any such Protected Health Information, and a copy of any such written, protection information, in its, his or her possession to Agency. Further, School or Program Participant shall incorporate any amendment approved by Agency into any amended Protected Health Information in School's or Program Participant's possession.

If School or a Program Participant receives a request for an accounting of disclosures of Protected Health Information from a Agency patient (or the patient's personal representative), then School or the Program Participant shall within five days forward the request to Agency. School shall assist Agency to determine whether any such request for an accounting is a request for an accounting of Agency's disclosures or of School's disclosures. If Agency determines that the request is a request for an accounting of School's disclosures and School is a Covered Entity (as defined in 45 C.F.R. § 160.103), then School shall provide the patient with the accounting required by 45 C.F.R. § 164.528. If Agency determines that the request is a request for an accounting of Agency's disclosures, then School and Program Participants shall within 10 days forward any information in School's or Program Participants' possession that is required for Agency to make the accounting required by 45 C.F.R. § 164.528.

No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by School or Agency by virtue of this Subsection.

e. **Audit.** School shall, within five business days of a written request from Agency, make available during normal business hours at School or Agency all records, books, agreements, systems, policies and procedures relating to the use or disclosure of PHI for the purpose of allowing Agency to audit and determine School's compliance with this Section 7. If Agency discovers any violation of this Section 7, School shall promptly remedy such violation following receipt of written notice describing the violation from Agency and shall certify in writing that it cured the violation.



## 8. INSURANCE.

a. School and Agency each shall secure and maintain at all times during the Term, at their respective sole expense, general and professional liability insurance, covering themselves and their respective employees and agents. School shall either provide coverage on behalf of Program Participants or require Program Participants to secure such coverage. If Program Participants provide coverage on their own behalf, such coverage must be placed with an insurer reasonably satisfactory to Agency. Such coverage provided by School and Agency may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per claim/occurrence and \$3,000,000 aggregate. Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claims-made basis, both School and Agency hereby agree that prior to the effective date of termination of their respective current insurance coverage, both parties shall purchase, at their respective expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of the respective parties current coverage or prior to termination of this Agreement. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

b. School and Agency shall each secure and maintain at all times during the Term, at their respective sole expense, workers' compensation and employers' liability insurance covering their respective employees. Such coverage provided by School and Agency may be afforded via commercial insurance or self-insurance at the following limits:

Workers' Compensation:	Statutory limits
Employers' Liability:	\$1,000,000 each accident; \$1,000,000 disease policy limit; \$1,000,000 disease each employee

Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

## 9. TERM; TERMINATION.

a. **Term.** The initial term of this Agreement shall be for five (5) years, commencing on the Effective Date.

b. **Termination.** Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days'

prior written notice, provided that all Program Participants currently enrolled in the Program at Agency at the time of notice of termination shall be given the opportunity to complete their clinical Program at Agency, such completion not to exceed two (2) months.

c. **Effect of Expiration or Other Termination.** Upon expiration or other termination of this Agreement, School shall cause Program Participants to either return or destroy all Protected Health Information received from Agency or created or received by School or Program Participants on behalf of Agency, and which School or Program Participants still maintain in any form. Notwithstanding the foregoing, to the extent that Agency agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of Section 7 of this Agreement shall survive termination of this Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

10. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

11. **SEVERABILITY.** Each and every provision of this Agreement is severable and independent of any other term or provision of this Agreement. If a court of competent jurisdiction hereof holds any term or provision void or invalid for any reason, such invalidity shall not affect the remainder of this Agreement.

12. **INDEMNIFICATION.** Each party shall indemnify, hold harmless, and defend the other party, its officers, directors, employees and agents, from and against any and all claims, liabilities, damages, and expenses, including without limitation, reasonable attorneys' fees (collectively "Claims"), whether or not covered by insurance, incurred by the other party in defending or compromising actions brought against the other party, its officers, directors, employees, or agents, to the extent such Claims arise out of or are related to, directly or indirectly, any breach by indemnifying party or its employees or agents of any of the covenants, representations or warranties contained in this Agreement or any act or omission of indemnifying party or its employees or agents.

13. **GOVERNING LAW; VENUE.** This Agreement shall be governed and construed in accordance with the laws of the State. The parties agree that Orange County, California shall be the only proper venue for disputes related to this Agreement.

14. **ATTORNEYS' FEES.** If legal action, arbitration, or other proceeding is commenced by either party arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees from the other party, in addition to any other relief granted.

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

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

17. **ASSIGNMENT; BINDING EFFECT.** School shall not assign or transfer, in whole or in part, this Agreement or any of School's rights, duties or obligations under this Agreement without the prior written consent of Agency, and any assignment or transfer by School without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns. This Agreement is assignable by Agency without consent or notice.

18. **NOTICES.** All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to School: Santa Ana College  
1530 West 17<sup>th</sup> Street  
Santa Ana, CA 92706  
Attn: Nursing Program Director

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

If to Agency: Regents Point  
19191 Harvard Ave  
Irvine, CA 92612  
Attn: Administrator

or to such other persons or places as either party may from time to time designate by written notice to the other.

**STATEMENT OF RESPONSIBILITY.** For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment of patients of Agency, as between School and Agency only, School, its successors and/or assigns, do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by the Program Participant while participating in the Program operated by School at Agency, unless such injury or loss arises solely out of Agency's negligence or willful misconduct.

19. **INTERPRETATION.** The parties agree that each party has been given an opportunity to have its legal counsel of choice review this Agreement and represent its interests in this matter. This Agreement shall be deemed to have been drafted by all parties and, in the event of a dispute, no party shall be entitled to claim that any provision should be construed against any other party by reason of the fact

20. **SURVIVAL.** The parties' obligations under this Agreement which by their nature extend beyond the term of this Agreement, including, without limitation, Sections 5 (Independent Contractor), 7 (Confidentiality), 8(a) (Insurance), 12 (Indemnification), 13 (Governing Law; Venue) and 14 (Attorneys' Fees) and all subsections thereunder, shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

21. **STATUTES AND REGULATIONS.** Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to, any successor statute, regulation, ruling, or administrative order or decree.

22. **MASTER LIST OF CONTRACTS.** Agency shall maintain a master list of its contracts that is maintained and updated centrally and is available for review by the Secretary of the United States Department of Health and Human Services upon request.

23. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

**[SIGNATURE PAGE IMMEDIATELY FOLLOWS]**

**IN WITNESS WHEREOF**, the parties have caused this Affiliation Agreement to be executed by their authorized representatives as of the Effective Date.

**“SCHOOL”:**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT,  
ON BEHALF OF SANTA ANA COLLEGE**

---

Adam M. O’Connor  
Interim Vice Chancellor,  
Business Operations/Fiscal Services

**“AGENCY”:**

**HumanGood SoCal dba Regents Point**

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Administrator

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**Santa Ana College – Distance Education**

To:	Board of Trustees	Date:	October 26, 2020
Re:	Approval of the Rancho Santiago Community College District Professional Services Agreement with 25 <sup>th</sup> Hour Communications, Inc. for Santa Ana College Distance Education Program		
Action:	Request for Approval		

**BACKGROUND**

Marketing, public relations and advertising play a key role in attracting and retaining students, as well as increasing communication with key stakeholders. In addition to college and district marketing efforts, we find that in order to attract students for new online programs, digital advertising is necessary. Specifically, as a part of the Strong Workforce Program, Santa Ana College is completing our “Strategic Online and Zero Textbook Cost Certificate/Degree Pathways Work.” Over the past 18 months, we have trained faculty in seven Career Technical Education (CTE) departments for quality online course delivery and have developed 14 Online Certificate Pathways. We are ready to advertise our new online certificates to potential populations outside of our regular social media followers.

**ANALYSIS**

25th Hour Communications, Inc. is a comprehensive marketing and communication agency with expertise in higher education and, in particular, in California community colleges. This Rancho Santiago Community College District Professional Services Agreement with 25<sup>th</sup> Hour Communications, Inc., on behalf of Santa Ana College Distance Education, will provide Media Buy Services from Facebook, Instagram, Spotify and Google from October 27, 2020 through December 31, 2020 and will not to exceed \$10,300 and will be funded by Strong Workforce Program Grant monies under project 2184.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the Rancho Santiago Community College District Professional Services Agreement with 25th Hour Communications, Inc., located in Paso Robles, California, as presented.

Fiscal Impact:	\$10,300	Board Date:	October 26, 2020
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Fernando Ortiz, Ph.D., Dean, Academic Affairs		
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, on behalf of Santa Ana College - Distance Education and 25<sup>th</sup> Hour Communications, Inc, having its principal business address located at 4756 Mallard Ct, Paso Robles, CA 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 October 27, 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 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 Ten Thousand Three Hundred Dollars (\$10,300) ("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: Adam M. O'Connor, Interim Vice Chancellor  
Business Operations/Fiscal Services  
2323 N. Broadway  
Santa Ana, CA 92706

With a copy to: (District Department Responsible for Contract)  
Cherylee Kushida  
Distance Education Coordinator  
1530 West 17<sup>th</sup> Street. Rm. A-101  
Santa Ana, CA 92706

Contractor: 25<sup>th</sup> Hour Communications, Inc  
4756 Mallard Ct.  
Paso Robles, CA 93446

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

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

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

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

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

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

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

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

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

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

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

29. Dispute Resolution.

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

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

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

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

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

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all 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,  
on behalf of Santa Ana College - Distance Education

BY: \_\_\_\_\_

Signature of Authorized Person

Print Name: Adam M. O'Connor

Print Title: Interim Vice Chancellor, Business Operations/Fiscal Services

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

---

CONTRACTOR

BY: \_\_\_\_\_

Signature of Authorized Person

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

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

## Exhibit A

### Scope of Work and Detailed Schedule of Payment.

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

#### Digital Media Buying, Placement & Tracking

Contractor will offer digital media buying, implementation (planning), placement (setting up and placing the buys on the social platforms) and monitoring (tracking and reporting the campaign for performance).

Period of Performance: October 27, 2020 - December 31, 2020

#### Detailed Schedule of Payment:

Digital Media Buy Services total not to exceed \$10,300 as follows:

- Facebook - \$2,610.00
- Instagram - \$1,740.00
- Spotify - \$860.00
- Google - \$3,751.00
- Management Fee - 13% of media spend (\$10,300) - \$1,339.00

Contractor will invoice in full upon project completion.



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

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

To: Board of Trustees	Date: October 26, 2020
Re: Approval of Rancho Santiago Community College District Professional Services Agreement with 25 <sup>th</sup> Hour Communications, Inc. for Santa Ana College Nursing Program	
Action: Request for Approval	

**BACKGROUND**

The NCE 150 RN Refresher course is designed for recent graduates of the Santa Ana College Nursing Program or RNs who have been out of the workforce for some time to increase their skill level, confidence and competency and prepare the students for entry into healthcare practice. Enrollment in this course has been somewhat low. By advertising via social media efforts, we are hopeful that enrollment may increase. The proposed vendor for advertising is 25<sup>th</sup> Hour Communication, Inc.

**ANALYSIS**

25<sup>th</sup> Hour Communications, Inc. is a comprehensive marketing and communication agency with expertise in higher education and, in particular, in California community colleges. 25<sup>th</sup> Hour Communications, Inc. is dedicated to providing means of advertising through social media for the NCE 150 course. On behalf of Santa Ana College Nursing Program, 25<sup>th</sup> Hour Communications, Inc. will use the following media sources: Google, Facebook/Instagram and Radio (Spanish and Vietnamese), for a cost not to exceed \$10,000 and will be paid by Career Technical Education Strong Workforce Program (“CTESWP”) Local 11 funds (account 12-2814-649000-16620-5800).

**RECOMMENDATION**

It is recommended the Board of Trustees approve the Rancho Santiago Community College District Professional Services Agreement with 25<sup>th</sup> Hour Communications, Inc., located in Paso Robles, California, as presented.

Fiscal Impact: None	Board Date: October 26, 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	



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, CA 92706, on behalf of Santa Ana College Nursing Program and 25th Hour Communications, Inc., having its principal business address located at 4756 Mallard Ct, Paso Robles, CA 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 August 14, 2020, whichever is later, and shall continue in full force and effect thereafter until and including August 24, 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 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 ten thousand dollars Dollars (\$10,000) (“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: Adam M. O'Connor, Interim Vice Chancellor  
Business Operations/Fiscal Services  
2323 N. Broadway  
Santa Ana, CA 92706

With a copy to: (District Department Responsible for Contract)

RSCCD/Santa Ana College  
Mary Steckler, Nursing Program Director  
1530 West 17<sup>th</sup> Street  
Santa Ana College, CA 92706

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

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

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

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

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

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

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

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

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

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

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



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

29. Dispute Resolution.

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

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

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

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

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

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all 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, on behalf of Santa Ana College Nursing Program

BY: \_\_\_\_\_  
Signature of Authorized Person

Print Name: Adam M. O'Connor

Print Title: Interim Vice Chancellor, Business Operations/Fiscal Services

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

CONTRACTOR

BY: \_\_\_\_\_  
Signature of Authorized Person

Print Name: Trish Lamantia

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.

**Project Scope:** Digital Media Buying, Placement & Tracking

Contractor will offer digital media buying, implementation (planning), placement (setting up and placing the buys on the social platforms) and monitoring (tracking and reporting the campaign for performance).

**Period of Performance:** August 14, 2020 - August 24, 2020

**Payment Terms:**

Digital Media Buy Services total not to exceed \$10,000 as follows:

Google \$3,045

Facebook/Instagram \$2175

Radio [Spanish] \$1740

Radio [Vietnamese] \$1740

Management Fee: 13% of media spend \$1300

Total = \$10,000

Contractor will invoice in full upon project completion.

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

To:	Board of Trustees	Date: October 26, 2020
Re:	Approval of First Amendment to Walgreens Experiential Learning Program Agreement with WALGREEN CO.	
Action:	Request for Approval	

**BACKGROUND**

Students in the Pharmacy Technology Program are required to participate in externship activities at sites throughout the community in order to gain practical field experience. This is necessary to apply the knowledge and skills learned in their college classes.

**ANALYSIS**

This First Amendment to Walgreens Experiential Learning Program Agreement with WALGREEN CO. (“First Amendment”) extends the initial three (3) year term of the current agreement for an additional two (2) years or until termination by written notice of either party. The original agreement covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the First Amendment to Walgreens Experiential Learning Program Agreement with WALGREEN CO., located in Deerfield, Illinois, as presented.

Fiscal Impact:	None	Board Date: October 26, 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	

**FIRST AMENDMENT TO  
WALGREENS EXPERIENTIAL LEARNING PROGRAM AGREEMENT**

This AMENDMENT TO WALGREENS EXPERIENTIAL LEARNING PROGRAM AGREEMENT (as defined herein) (the “**Amendment**”) is effective the 26th day of February, 2021, by and between Rancho Santiago Community College District, 2323 North Broadway, Santa Ana, California, 92706, a public institution of higher education, on behalf of Santa Ana College, 1530 West 17<sup>th</sup> Street, Santa Ana, California, 92706 (“**Organization**”), and WALGREEN CO., an Illinois corporation with a principal place of business located at 200 Wilmot Road, Deerfield, Illinois 60015 (“**Walgreen**”).

**W I T N E S S E T H:**

WHEREAS, Organization and Walgreen entered into that certain Walgreens Experiential Learning Program Agreement, dated February 26, 2018, (the “**Agreement**”); and

WHEREAS, the parties desire to amend certain provisions of the Agreement;

NOW THEREFORE, in consideration of the foregoing promises, the mutual covenants herein considered and each act performed hereunder by the parties, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged by each of the parties hereto, Organization and Walgreen hereby agree to amend the Agreement as follows:

1. **Term.** The Term of the Agreement has been extended until February 26, 2023.
2. **No Other Modification/Ratification.** Except as specifically modified by this Amendment, the Agreement and each of its terms shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the day and year written above. The undersigned represent and warrant that they are authorized as representatives of the party on whose behalf they are signing to sign this Amendment to bind their respective party thereto.

**WALGREEN CO.**

**RANCHO SANTIAGO COMMUNITY COLLEGE  
DISTRICT, ON BEHALF OF SANTA ANA  
COLLEGE**

BY: \_\_\_\_\_  
Name:  
Title:

BY: \_\_\_\_\_  
Name: Adam M. O’Connor  
Title: Interim Vice Chancellor  
Business Operations/Fiscal Services

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved by Department	
CONTRACTS LEGAL	BY:
TALENT ACQUISITION	BY:
	BY:

**WALGREENS EXPERIENTIAL LEARNING PROGRAM AGREEMENT**  
(Non-Pharmacist)\*

This Experiential Learning Program Agreement (the "Agreement") has been entered into as of the 26<sup>th</sup> day of February, 2018 (the "Effective Date") by and between Walgreen Co., an Illinois corporation, on behalf of itself and its domestic subsidiaries, with its principal place of business at 200 Wilmot Road, Deerfield, Illinois 60015 ("Walgreen") and the following "Organization:"

**Rancho Santiago Community College District,**

a Public College District of [State] California, with primary school/campus/office at Santa Ana College, 1530 West 17<sup>th</sup> Street, Santa Ana, CA 92706 and such additional schools/campuses as listed in Exhibit A, attached and incorporated herein.

**WHEREAS**, the Organization has established a curriculum or program to train its students, trainees, or clients to be pharmacy technicians or workers in other trades, skills, or qualifications, and

**WHEREAS**, Walgreen operates retail drug stores and other retail business facilities which employ pharmacy technicians and other skilled workers (each, a "Location"), and

**WHEREAS**, the parties agree that the development of a program (the "Program") whereby certain of the Organization's students, trainees, or clients (each, a "Participant") can obtain practical experience and learning in a retail, business, or pharmacy setting related to pharmacy and wellness services would benefit the Participant, the Organization, and the industry with Walgreen and similarly situated businesses, all of which will ultimately provide improved pharmacy and wellness related services to the community;

**NOW THEREFORE**, in consideration of the mutual benefits accruing to the parties under this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows.

**1. THE PROGRAM**

The parties will design the Program to allow Participants to obtain practical experience in a Location in accordance with Walgreen's Experiential Guidelines and such other applicable trade associated guidelines on practice experiences (collectively hereinafter referred to as the "Program"). The Program will be designed to provide practical experience in accordance with applicable federal and state law and Program objectives as agreed upon by the parties, which shall be (a) similar to training in a vocational school, (b) for the benefit of the Participants as part of a learning experience, (c) without displacing regular employees, but acting under close personal supervision, (d) without immediate advantage to Walgreen from activities of Participants, (e) without guarantee of employment at conclusion of Participant's training period, and (f) with understanding by Organization, Walgreen, and Participants that the Participants are not entitled to wages or other compensation for the time of participation in the Program. Each Participant's participation in the program will be as agreed upon by the parties with respect to the Location, program period, number and schedule of hours. Use of the term "faculty" is intended to reference an educator, trainer, teacher, or other academic role. Use of the term employee is intended to include faculty, employees, staff, contractors, agents, and representatives of an entity.

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\* This form is for pharmacy technician and other non-pharmacist training programs, including general corporate, retail, and operational training programs. This form is NOT to be used for pharmacists, nurse practitioners, physician assistants, or other medical professional clinical programs.

## **2. TERM: TERMINATION**

This Agreement will commence on the Effective Date and shall continue for a period of three (3) years (the "Term"). Notwithstanding the foregoing, at any time during the Term, either party may terminate this Agreement upon written notice to the other, such termination to be effective at the conclusion of the current academic semester, trimester or quarter, as applicable for the Organization.

## **3. WALGREEN RESPONSIBILITIES**

3.1. **Supervision.** Walgreen will provide reasonable supervision and feedback to each Participant and to the Organization, including verifying in writing all hours and dates attended by a Participant. Walgreen will promptly report to the Organization the unsatisfactory progress (including without limitation unexcused absences) of any Participant. Walgreen will meet with designated faculty of the Organization as necessary to discuss and evaluate the Program, guidelines, and such other applicable matters with the Program.

3.2. **Equipment.** Walgreen will make available all required equipment, systems and supplies at the Location, including providing each Participant with sufficient orientation to the equipment and systems at the Location to enable the Participant to perform any tasks assigned.

3.3. **Capacity.** Walgreen will notify the Organization as to the number of Participants it can accommodate for an academic period.

3.4. **Staffing.** Walgreen will maintain at least its normal staffing levels while Participants are present at a Location. In no event will a Participant be expected or allowed to perform services in lieu of staff employees or otherwise displace regular employees.

## **4. ORGANIZATION RESPONSIBILITIES**

4.1. **Program Coordinator.** The Organization will appoint one (1) faculty member to serve as the primary educational coordinator for the Program (the "Coordinator"). The Coordinator will be responsible for the overall management of each Participant's educational experience while participating in the Program. Either the Coordinator or another faculty or staff member will be on call at all times while Participants are present at any Location in connection with the Program.

4.2. **Permits.** The Organization shall maintain, at all times during the Term, accreditation as an educational institution; all licenses and permits necessary to the Program (including without limitation, an application for the applicable pharmacy technician's license for each Participant, if required by state or local law); and full and unrestricted accreditation of the Program from the applicable accrediting organization as agreed by the parties. The Organization shall promptly notify Walgreen of any adverse change in its accreditation or licensing status.

4.3. **Qualification of Participants.** The Organization shall ensure, through qualified faculty and curriculum, that each Participant is adequately prepared to benefit from his or her placement in the Program, including both classroom and laboratory instruction. A candidate's preparedness shall be measured by (i) academic performance indicating an ability to understand what the Participant will observe and perform while participating in the Program, (ii) an appreciation of the nature and gravity of the work Participant will observe and perform, and (iii) the candidate's deportment and conduct as appropriate for the setting.

4.4. **Background Testing.** The Organization will be primarily responsible for selecting each Participant who is to participate in the Program. Where required by applicable law, the Organization will verify that each Participant (a) has completed OSHA training for blood-borne pathogens; and (b) has obtained any required certifications to allow the Participant to provide education and counseling for the advanced pharmacy practice experiences and where permissible by law. The Organization will conduct a criminal background check for each Participant, including obtaining, as applicable, information from Federal, State (including the Participant's state of residence if different from the state in which the Organization is located) and local governmental sources. All background checks shall be conducted in a

manner that is consistent with the requirements of the Fair Credit Reporting Act and any applicable state laws. If the Organization becomes aware of any criminal, background and drug issues with any Participant in the Program, the Organization must inform Walgreen immediately. If any Participant's background check reveals a prior criminal record or any other negative material, the Organization and Walgreen will jointly evaluate whether such Participant should remain a candidate for the Program. Walgreen may audit the Organization's background check process and background check records of Participants placed in the Program. Also, and in accordance with Walgreen's Policies and Procedures, if a Participant is placed at a Walgreen Location and the Location is part of a random drug test, the Participant will also be tested.

4.5. **Preparation and Training.** The Organization will (a) be primarily responsible for the Participants' learning experiences and provide faculty sufficient to effectively implement the Experiential Learning Program; (b) provide the Participants with objective guidelines and contact information to the supervisors working with the Program; (c) Furnish Walgreen with a schedule of dates and hours for practical experience, as well as a list of names and contact information of participating Participants and faculty; and (d) coordinate with Walgreen personnel for preparation and evaluation of the Program.

4.6. **Compliance.** The Organization will instruct all of its Participants assigned to Walgreen with regard to compliance with all of its rules, regulations, policies, and procedures, including but not limited to those relating to the treatment of confidential information of Walgreen and its customers, as well as the responsibility and authority of Walgreen's personnel over patient care and administration. Organization shall instruct all of its Participants regarding that proper attire must be worn at all times in the Location. Prior to the commencement of participation in the Program, the Organization will also ensure that all Participants and faculty members involved in the Program become familiar with and adhere to all applicable requirements of HIPAA (as defined below) as well as Walgreen's standards, procedures and code of ethics.

4.7. **Access.** The Organization, its faculty, employees, and Participants shall respect and comply with any and all restrictions and requirements related to access to a Location, facility, area, system, record, data, information, equipment, product, or material of Walgreen, its employees, customers, patients, vendors, or contractors, as directed by Walgreen. The Organization agrees that Walgreen, in its sole discretion, may limit, restrict, terminate, or otherwise deny access by the Organization and its Participants, faculty, and employees at any time and upon immediate notice in any manner.

## 5. **PARTICIPANT RESPONSIBILITIES**

At all times while participating in the Program at a Location, all Participants shall adhere to Walgreen's workplace policies, rules and regulations, including those relating to the use of alcohol and other drugs, weapons, dress code, timeliness, patient privacy, confidentiality, and professional conduct; maintain good standing at the Organization, including maintaining a grade point average of 2.0 or higher; and maintain accurate, daily log sheets of all experiential hours.

## 6. **INSURANCE**

6.1. **Participant Health Insurance.** The Organization acknowledges that the Participant is not an employee of Walgreen, is not covered under Walgreen's health, dental, vision, or other medical insurance or benefits ("Health Insurance"), and Walgreen has no legal obligation to provide Health Insurance to the Participant.

6.2. **Organization Liability Insurance Requirements.** The Organization shall procure and maintain during the Term of this Agreement, at no cost or expense to Walgreen, insurance with the following coverage for the Organization, its faculty and Participants: (a) general liability policy in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate per year, and (b) professional liability in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate per year. Such policy shall specify that the liability coverage with regard to Walgreen under this Agreement is primary



and non-contributing. A certificate of such insurance shall be provided to Walgreen within ten (10) days after execution of this Agreement and annually thereafter on the anniversary of the Effective Date.

## **7. INDEMNIFICATION**

7.1. **Indemnity by Organization.** To the fullest extent allowed by law, the Organization shall, during the term of this Agreement, indemnify and hold Walgreen and its employees, agents, directors, officers and affiliated corporations and their respective officers, directors and employees harmless from all legal liability, injury or damage, including reasonable attorney's fees, costs and expenses for injuries, public liabilities, and property damage arising out of the negligent acts of any Participant or Organization employees in connection with the Program; provided however, that the Organization will not indemnify or hold Walgreen harmless for any claims or damages arising from the negligence or willful misconduct of Walgreen. This indemnification provision shall survive the termination of this Agreement for acts that arose while this Agreement was in effect.

7.2. **Indemnity by Walgreen.** To the fullest extent allowed by law, Walgreen shall, during the term of this Agreement, indemnify and hold the Organization and its employees, agents, directors, officers and affiliated corporations and their respective officers, directors and employees harmless from all legal liability, injury or damage, including reasonable attorney's fees, costs and expenses for injuries, public liabilities, and property damage arising out of the negligent acts of Walgreen in connection with the Program; provided however, that Walgreen will not indemnify or hold the Organization harmless for any claims or damages arising from the negligence or willful misconduct of the Organization or any Participant or resulting from the failure of the Organization or any Participant to adhere to the Program and all applicable guidelines described in Paragraph 1 above. This indemnification provision shall survive the termination of this Agreement for acts that arose while this Agreement was in effect.

7.3. **Negligence.** Each party shall be responsible for its own wrongful or negligent acts or omissions or those of its officers, agents, or employees to the full extent allowed by law.

## **8. CONFIDENTIALITY**

8.1. **Definition.** Each party may be given access to the other party's confidential and proprietary information. "**Confidential Information**" shall mean material or information proprietary to either party or designated as Confidential Information by such party and not generally known by third parties. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): the existence and terms of this Agreement; Protected Health Information (as defined below), patient, customer, employee and student records, including names, addresses, telephone numbers, and other information related to patients, customers, employees, and students; marketing techniques and materials; marketing and development plans and procedures; financial information; proprietary Walgreen information; and proprietary Program design elements.

8.2. **Duty to Protect.** Each party will protect the other party's Confidential Information and will not disclose Confidential Information other than as permitted or required by the Agreement or as required by law. Any disclosures shall be to persons only as needs to be known with such persons being apprised of the confidentiality obligations and willing to comply with the terms of this Agreement.

8.3. **Exclusions.** Confidential Information will not include information which: (a) is or becomes available to the general public through no fault of the party receiving the Confidential Information (the "**Recipient**"); (b) is independently developed by the Recipient as evidenced by Recipient's own records; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; or (d) is required to be disclosed by court order or as required by law. Before disclosing any Confidential Information under a court order or as required by law, the Recipient shall provide the other party (the "**Injured Party**") reasonable notice and the opportunity to object to or limit such disclosure. In addition to any other rights or remedies available to it at law, in equity, or pursuant to this Agreement (including without limitation the right to terminate the Agreement), the Injured Party shall be

entitled to injunctive relief to enforce the terms of this Agreement because the Injured Party may suffer irreparable harm in the event that the Recipient fails to comply with the terms of this Agreement and monetary damages may be inadequate to compensate for such breach.

8.4. **HIPAA Compliance.** Without limiting the foregoing, the Organization shall take all steps reasonably necessary to maintain strict compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320(d) et seq. and regulations promulgated thereunder (“HIPAA”). The Program may involve the Participant’s exposure to or use of Walgreen Protected Health Information (“Protected Health Information”), which shall mean any information created or received by Walgreen, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. The Organization acknowledges and agrees that all patient records of Walgreen shall be and remain the property of and in the custody of Walgreen, and instruct Participants to comply with Walgreen’s policies, restrictions, and requirements to protect the confidentiality of patient records and Protected Health Information. The Participants, the Organization, and its faculty and students will not retain or maintain any Protected Health Information outside of the Location during the Term, and may not retain or have access to Protected Health Information or any patient record of any Walgreen patient under this Agreement after participation in the Program.

8.5. **Survival.** The rights and obligations of this Article shall survive the expiration or sooner termination of this Agreement.

## 9. **PROGRAM PRACTICES**

9.1. **Recordkeeping.** Each party's respective educational, employment, healthcare and record keeping practices shall conform to all federal, state and local statutes, ordinances, and rules and regulations. The Organization agrees that it shall accept Participants for placement without regard to race, sex, creed, religion, color, national origin, age, marital status, height, weight, veteran status, disabilities, or other such factors as set forth in accordance with federal, state, and local laws and ordinances. Walgreen will accept Participants into the Program without regard to race, sex, creed, religion, color, national origin, age, marital status, height, weight, veteran status, disabilities, or other such factors as set forth in accordance with federal, state, and local laws and ordinances. Upon reasonable request, each party shall provide the other with any information or certificates which may be required to prove compliance with such statutes, ordinances, and rules and regulations or for licensure, accreditation, and quality assurance purposes.

9.2. **Termination of Participants.** Walgreen shall have the right to terminate, at any time, with or without notice, and in its sole discretion, the training of any Participant whose conduct is unsatisfactory or whose characteristics and activities are detrimental to Walgreen’s business or Walgreen’s responsibility to provide quality health care. Termination of a Participant must be followed with a written communication to the Coordinator, including a statement of facts describing the Participant’s unacceptable conduct that resulted in such termination.

9.3. **No Guaranteed Offer.** Walgreen does not guarantee an offer of employment to any Participant in connection with the Program.

9.4. **No Compensation.** The parties understand and agree that neither party, nor any Participant, will be entitled to compensation hereunder for its participation in the Program. No Participant will be considered an employee of either the Organization or Walgreen as a result of participation in the Program, and neither the Organization nor Walgreen will be responsible for Worker’s Compensation coverage with respect to any Participant.

## 10. MISCELLANEOUS

10.1. **Force Majeure.** Neither party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement where and to the extent that such failure or delay results from causes outside the reasonable control of the party. Such causes shall include, without limitation, Acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, freight embargoes, civil commotion, or the like. Notwithstanding the above, strikes and labor disputes shall not constitute an excusable delay for either party under this Agreement. The Agreement may be terminated without penalty by the party whose performance has not been affected if non-performance continues for more than thirty (30) days.

10.2. **Headings. Counterparts.** Headings used in this Agreement are for reference purposes only and shall not be used to modify the meaning of the terms and conditions of this Agreement. This Agreement may be executed in two or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.3. **Severability.** If any provision contained in this Agreement is held invalid, illegal, or unenforceable, then this Agreement will be construed as if such provision had never been contained herein.

10.4. **Compliance with Laws.** The parties will comply with all applicable laws, ordinances, rules, and regulations governing their respective duties or responsibilities under this Agreement.

10.5. **Independent Contractor.** The parties hereto are independent contractors and have no authority to act for the other party except as expressly provided in this Agreement. Nothing herein shall be deemed to create any association, partnership, joint venture or agency relationship between the Organization and Walgreen. This Agreement shall not be construed under any circumstance to confer any rights or privileges on any third parties, and neither Walgreen nor the Organization shall be under any obligation to any third party by reason of this Agreement or any term thereof.

10.6. **Publicity.** Neither party will use the name(s), trademark(s) or trade name(s), whether registered or not, of the other party in publicity or press releases or advertising or in any manner, including customer lists, without that party's prior written consent. Consent of Walgreen shall not be valid unless obtained from Walgreen's corporate Vice President or Divisional Vice President of Corporate Communications.

10.7. **Conduct.** At all times while present at a Location, the Organization and its employees and students (including the Participants) will comply with all applicable Walgreen policies including without limitation: (i) no smoking; (ii) drug-free environment; (iii) dress code; (iv) non-harassment; (v) all safety and security policies (including a prohibition against weapons), (vi) computer security and use policies; (vii) HIPAA compliance; and (viii) code of conduct.

10.8. **Non-Assignment.** Neither party may assign or subcontract its duties or responsibilities under this Agreement without the prior written approval of the other party.

10.9. **Non-Waiver.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of such provision or any other provisions hereof and no waiver shall be effective unless made in writing.

10.10. **Notices.** All notices under this Agreement (excluding routine communications) shall be personally delivered or sent by express, certified or registered mail, return receipt requested, to:

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

WALGREEN CO.:  
Walgreen Co.  
ATTN: Manager, Talent Acquisition  
200 Wilmot Road, M.S. #1220  
Deerfield, IL 60015  
Attn: Manager, Talent Acquisition

With a copy to:

Santa Ana College  
ATTN: Pharmacy Technology  
1530 West 17<sup>th</sup> Street  
Santa Ana, CA 92706-3398

With a copy to:

Walgreen Co.  
ATTN: Commercial Legal Services  
104 Wilmot Road, M.S. #1434  
Deerfield, IL 60015

Notices shall be deemed given upon receipt or refusal to accept delivery.

10.11. **Entire Agreement.** This Agreement, together with all exhibits attached hereto, represents the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes any other agreement or understanding, written or oral, that the parties hereto may have had with respect thereto. No statements, representations, promises or inducements with respect to the subject matter by either party or by any agent or representative of either party which is not contained in this Agreement shall be valid or binding between the parties. No provision of this Agreement may be modified, waived or amended except by a written instrument duly executed by authorized representatives of each of the parties hereto. Any such modifications, waivers or amendments shall not require additional consideration to be effective.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed to be effective as of the date first above written and do each hereby warrant and represent that its respective signatory who has signed this Agreement below is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

**RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT**

**WALGREEN CO.**

*SG*  
By: \_\_\_\_\_  
Name: Peter J. Hardash, Vice Chancellor  
Title: Business Operations & Fiscal Services  
Date: 2/27/18

By: \_\_\_\_\_  
Name: Deborah [Signature]  
Title: Director of TA  
Date: 2/12/18

APPROVED BY DEPARTMENT	
CONTRACTS LEGAL	BY: _____
TALENT ACQUISITION & DIVERSITY SERVICES	BY: _____
	BY: _____

**EXHIBIT A**

List of schools, colleges, campuses, locations, and divisions of Organization covered under the Agreement for participants from the Organization. Each should be listed with applicable details for name, address, primary contact with contact information, and such other relevant details for Program.

Santa Ana College  
Pharmacy Technology Program  
1530 West 17th Street  
Santa Ana, CA 92706-3398

John Ross, CPhT  
Department Chair  
Rossjr\_John@sac.edu  
(714) 564-6622

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santiago Canyon College  
Student Services

To: Board of Trustees	Date: October 26, 2020
Re: Approval of Renewal Agreement with Medical Billing Technologies, Inc.	
Action: Request for Approval	

**BACKGROUND:** Medical Billing Technologies, Inc., a third-party billing agency for collection of revenue from Medi-CAL services, known as Family PACT is a firm specializing in serving educational agencies in Medi-CAL reimbursement programs. Medical Billing Technologies, Inc. provides consulting and personalized, high-tech, billing services to school districts throughout the State of California, specifically to aid in the administration of the Family Planning, Access, Care and Treatment (Family PACT) Program. Santiago Canyon College's Student Health and Wellness Services (SHWS) has contracted with Medical Billing Technologies, Inc. in years past. The attached renewal agreement is for the period June 30, 2020 through June 30, 2021.

**ANALYSIS:** Payment of contract costs is a direct 10% charge of billing for incoming revenue generated from each Family PACT approved claim. It is in line with industry-standard rates for medical billing companies. The revenue generated allows Santiago Canyon College to mitigate the much-needed cost of medical supplies and Physician salaries. Since the inception of this contract in 2014, the SHWS has grossed over \$228K.

**RECOMMENDATION:** It is recommended that the Board of Trustees approve the one-year renewal agreement with Medical Billing Technologies, Inc. as presented.

Fiscal Impact:	10% of Gross Revenue	Board Date: October 26, 2020
Prepared by:	Syed Rizvi, Vice President of Student Services	
Submitted by:	Jose F. Vargas, Interim President, Santiago Canyon College	
Recommended by:	Marvin Martinez, Chancellor	

## Family PACT Electronic Billing Service Contract

This Agreement is made this 1<sup>st</sup> day of July, 2020, between MEDICAL BILLING TECHNOLOGIES, INC, hereinafter called "MBT" and SANTIAGO CANYON COLLEGE, hereinafter called "CLIENT". This Agreement states the terms and conditions under which MBT will provide services on behalf of CLIENT under the Family Planning, Access, Care, and Treatment (Family PACT) Program.

1. **MBT Responsibilities:** MBT shall provide the following services to CLIENT:
  - a. If not already completed, MBT will assist CLIENT in completing its application with the Department of Health Care Services (DHCS) to become a Medi-Cal and Family PACT provider.
  - b. Work with CLIENT's designated Program Coordinator.
  - c. Provide to CLIENT recommended billing tools and access to necessary form and worksheets for Family PACT billing.
  - d. Provide CLIENT Family PACT billing training and training materials to enable CLIENT personnel and contractors to successfully complete documentation necessary for submission of Family PACT claims. In providing such training MBT does not provide legal advice but relies on guidelines published by DHCS. MBT is not responsible for any change in DHCS guidelines, changes in State or Federal laws, rules, or regulations, or any change in DHCS interpretation of State or Federal laws, rules, or regulations or its own guidelines.
  - e. As directed by CLIENT, MBT will submit CLIENT's Family PACT billing via electronic transmission within forty-five (45) business days of receipt of all necessary data from CLIENT, properly completed and certified by CLIENT.
  - f. Provide assistance to CLIENT in the event of a DHCS audit. The form of such assistance shall be solely in the discretion of MBT.
  - g. Comply with federal Family Educational Rights and Privacy Act (FERPA) regulations. Standards for electronic submissions and firewalls have been instituted to block entry into the MBT server and protect against internet attacks. The MBT network server is contained in a secure data center; all unused confidential information is shredded. All MBT staff is trained in HIPAA/FERPA regulations and is required to sign a statement of confidentiality. Student information sent from MBT to CLIENT will be encrypted and password protected.
  
2. **Client Responsibilities:** CLIENT shall do and perform each of the following:
  - a. Register and become an authorized Medi-Cal and Family PACT provider under the rules of the Department of Health Care Services (DHCS).
  - b. Designate a Program Coordinator.
  - c. Provide to MBT, in electronic form compatible with MBT's computer systems and programs, the names, birth dates, gender, HAP number, and any other information required to bill for services provided by CLIENT to Family PACT covered individuals.
  - d. Fully and accurately complete all billing forms, certify them to be true and correct, and submit them to MBT. Billing forms must include patient name, date of birth, date of service, service provided, length of service (when applicable) location of the service, and the practitioner name.
  - e. Comply with all rules and regulations of DHCS and other applicable government agencies pertaining to providing services, recordkeeping, and retention for the Family PACT Billing Program.
  - f. Execute such other and further documents as may be required by DHCS in order to carry out the purpose of this agreement.
  
3. **Payment:** CLIENT shall pay to MBT as compensation for the services rendered under this Agreement a fee consisting of ten percent (10%) of each of the Family PACT-approved claims received by the CLIENT.



CLIENT agrees to issue a warrant for monies due to MBT under this contract within 30 calendar days of receipt of an invoice for services from MBT.

4. **Late Fees:** CLIENT agrees to pay all sums due MBT under this contract within 30 calendar days of receipt of an invoice for services from MBT.

CLIENT will incur a late fee of one and one-half percent (1.5%) per month on amounts unpaid for more than sixty (60) days past date of invoice.

CLIENT shall, upon request, provide to MBT a copy of all documents and checks received from DHCS evidencing all sums received as a result of the services of MBT. CLIENT shall make all such records available to MBT at reasonable times. MBT shall have the right to audit the records of CLIENT pertaining to Family PACT billing.

5. **Document Management:** MBT shall retain in electronic form copies of all Family PACT bills submitted for CLIENT for a period of five (5) years after the date of submission or such other period as required by law. MBT, upon request, will provide to CLIENT printed copies of such bills. MBT, upon request, shall return to CLIENT all billing forms and other documents provided to MBT for billing purposes. CLIENT shall reimburse MBT for the cost of all containers and for the cost of packing and shipping such documents and records. CLIENT shall retain all such documents and records for at least five (5) years from date of service or such other duration as may be required by State and Federal laws, rules, and regulations.
6. **Confidentiality Agreement:** All statistical, financial, student and other data relating to the Family PACT billing and the identity of eligible students shall be held in strict confidence by the parties hereto. The foregoing obligation does not apply to any data that has become publicly available or that is not required to be kept confidential.

The data provided to MBT by the CLIENT will be used for the sole purpose of performing billing for the Family PACT program. MBT is responsible to abide by The Health Insurance Portability and Accountability Act (HIPAA) and The Family Educational Rights and Privacy Act (FERPA) and will not share the CLIENT's data with third-party entities except as permitted and required for the Family PACT program.

7. **Limitation of Liability:** MBT will use due care in processing the work of the CLIENT based on CLIENT's submission of billing information and CLIENT's determination of eligibility for reimbursement by the Family PACT program. MBT will be responsible for correcting any errors which are due to the machines, operators, or programmers of MBT. Such errors shall be corrected at no additional charge to CLIENT. MBT does not guarantee State or Federal approval of billings submitted, and MBT shall not be liable or responsible to CLIENT for DHCS interpretation of State and Federal laws, rules, and regulations, or for changes to State and Federal laws, rules, and regulations, or for claims that are questioned or denied by DHCS or any other State or Federal governmental agency. MBT shall have no liability for CLIENT's inability to provide proper source documentation, including but not limited to Provider records, IEP's, Health Service Plans, and other supporting documentation, to DHCS or any other State or Federal governmental agency.

In no event shall MBT's liability for any and all claims against MBT under this Agreement, in contract, tort, or otherwise, exceed the total amount of the fees paid by CLIENT to MBT during the contract term in issue, and MBT shall not be liable under any circumstances for any special,



consequential, incidental, punitive, or exemplary damages arising out of or in any way connected with this Agreement.

8. **Contract Duration and Termination:** The term of this Agreement shall commence upon execution of this contract and continue for a period of one year, through June 30, 2021 (“Termination Date”).

This Agreement may also be terminated at any time upon mutual agreement of the parties. In addition, the Agreement shall automatically terminate if CLIENT’s participation in the Family PACT program terminates.

9. **Notices:** Notices affecting contract terms between the parties shall be in writing and shall be deemed given when (i) personally delivered to the party to whom it is directed; or (ii) five (5) days after deposit in the United States mail, postage prepaid, return receipt requested, addressed to:

MBT  
Medical Billing Technologies, Inc.  
Attn: Reid Stephens, President  
525 W. Main Street, Suite 204  
Visalia, CA 93291

CLIENT  
Santiago Canyon College  
1465 N. Batavia Street  
Orange, CA 92867

10. **Copyrights:** CLIENT acknowledges and agrees that all manuals and forms (“MBT Documents”) provided to CLIENT by MBT shall remain the property of MBT and shall not be duplicated, copied in any manner and access to MBT Documents shall be restricted to employees of CLIENT who need to use MBT Documents in order to satisfy CLIENT’S obligations under this agreement, without the prior written consent of MBT. All computer programs and materials, including, but not limited to, electronic devices, and the information contained therein are, and shall remain, the property of MBT.
11. **Other Documents:** The parties hereto agree to execute such other and further documents as may be necessary or required by the Department of Health Care Services to authorize MBT to perform billing services on behalf of CLIENT.
12. **Entire Agreement:** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to MBT providing Family PACT billing services to CLIENT and contains all of the covenants and agreements between the parties with respect to such billing services. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise with respect to MBT billing services not contained in this agreement shall be valid or binding.
13. **Modification:** This Agreement may be amended or modified at any time with respect to any provision by a written instrument executed by all parties.
14. **Law Governing Agreement:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. **Mediation and Arbitration:** Any dispute arising under this Agreement shall first be addressed through mediation. If a dispute arises, either party may demand mediation by filing a written demand with the other party. If the parties cannot agree upon a neutral mediator, each party, within twenty (20) days after the parties fail to agree on one mediator, at its own cost shall appoint

one mediator and those mediators shall select an impartial mediator to conduct the mediation. The parties shall equally share the cost of the mediator conducting the mediation.

If the parties are unable to resolve any dispute through mediation as set forth herein, all questions and disputes with respect to the rights and obligations of the parties arising under the terms of this Agreement shall be resolved by binding arbitration. Any party may demand arbitration by filing a written demand with the other party. If the parties cannot agree on one arbitrator, each of the parties, within twenty (20) days after the parties fail to agree on one arbitrator, at its own cost, shall appoint one arbitrator and those arbitrators shall select an impartial arbitrator to conduct the arbitration. Should a party refuse or neglect to join in the arbitrator or to furnish the arbitrator with any papers or information demanded, the arbitrator may proceed ex parte.

A hearing on the matter to be arbitrated shall take place before the arbitrator in the County where CLIENT is located, State of California. The arbitrator shall select the time and place promptly and shall give each party written notice of the time and place at least ninety (90) days before the date selected. The parties shall be entitled to conduct discovery by agreement or by order of the arbitrator. Each party may present any relevant evidence at the hearing. The formal rules of evidence applicable to judicial proceedings shall not govern. Evidence shall be admitted or excluded in the sole discretion of the arbitrator. The arbitrator shall hear and determine the matter and shall execute and acknowledge the award in writing and cause a copy of the writing to be delivered to each of the parties.

The parties shall share equally the expense of arbitration, and each party shall bear its own attorney fees and costs incurred in connection with the arbitration.

The arbitrator's decision shall be binding and conclusive on the parties. A judgment confirming the award may be given by any Superior Court having jurisdiction.

**SANTIAGO CANYON COLLEGE**

By \_\_\_\_\_  
Authorized Signature

Dated: \_\_\_\_\_

Adam M. O'Connor  
\_\_\_\_\_  
(Printed name)

Interim Vice Chancellor, Business Operations/Fiscal Services  
\_\_\_\_\_  
(Printed Title)

**MEDICAL BILLING TECHNOLOGIES, INC.**

By Reid Stephens  
Reid Stephens, President

Dated: September 30, 2020

Rancho Santiago Comm Coll District

Board Meeting of 10/26/20

AP0020

Bank Code: 92 District Funds

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 10/01/20 Thru 10/13/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68551	General Fund Unrestricted	0.00	712.21	-712.21	92*0540788	92*0540788
68566	General Fund Unrestricted	0.00	315.77	-315.77	92*0541091	92*0541091
68586	General Fund Unrestricted	50,324.95	0.00	50,324.95	92*0541673	92*0541720
68589	General Fund Unrestricted	171,507.52	0.00	171,507.52	92*0541591	92*0541664
68591	General Fund Unrestricted	1,085.70	0.00	1,085.70	92*0541721	92*0541731
68597	General Fund Unrestricted	266,239.62	0.00	266,239.62	92*0541776	92*0541913
68598	General Fund Unrestricted	10,892.25	0.00	10,892.25	92*0541914	92*0541928
68600	General Fund Unrestricted	39,410.43	0.00	39,410.43	92*0541931	92*0541987
68601	General Fund Unrestricted	867,696.77	0.00	867,696.77	92*0541991	92*0541991
68602	General Fund Unrestricted	52,903.55	0.00	52,903.55	92*0541992	92*0542129
<b>Total Fund 11 General Fund Unrestricted</b>		<b>\$1,460,060.79</b>	<b>\$1,027.98</b>	<b>\$1,459,032.81</b>		

4.1(1)

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68472	General Fund Restricted	0.00	81.30	-81.30	92*0539449	92*0539449
68581	General Fund Restricted	0.00	40.00	-40.00	92*0541533	92*0541533
68589	General Fund Restricted	3,347,149.46	0.00	3,347,149.46	92*0541590	92*0541669
68597	General Fund Restricted	5,381,487.47	0.00	5,381,487.47	92*0541779	92*0541907
68600	General Fund Unrestricted	877,271.73	0.00	877,271.73	92*0541930	92*0541990
68602	General Fund Restricted	709,794.93	0.00	709,794.93	92*0541993	92*0542131
<b>Total Fund 12 General Fund Restricted</b>		<b><u>\$10,315,703.59</u></b>	<b><u>\$121.30</u></b>	<b><u>\$10,315,582.29</u></b>		

Checks Written for Period 10/01/20 Thru 10/13/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68589	GF Unrestricted One-Time Func	4,538.17	0.00	4,538.17	92*0541587	92*0541671
68597	GF Unrestricted One-Time Func	76,238.00	0.00	76,238.00	92*0541783	92*0541911
68600	GF Unrestricted One-Time Func	6,152.90	0.00	6,152.90	92*0541938	92*0541989
68602	GF Unrestricted One-Time Func	6,373.54	0.00	6,373.54	92*0542000	92*0542127
<b>Total Fund 13 GF Unrestricted One-Time</b>		<b>\$93,302.61</b>	<b>\$0.00</b>	<b>\$93,302.61</b>		

<b>Register #</b>	<b>Fund Title</b>	<b>Amount</b>	<b>Voided Checks</b>	<b>Adjusted Amount</b>	<b>Beg Check #</b>	<b>End Check #</b>
68590	Child Development Fund	12,597.72	0.00	12,597.72	92*0541672	92*0541672
68603	Child Development Fund	10,324.22	0.00	10,324.22	92*0542132	92*0542134
<b>Total Fund 33 Child Development Fund</b>		<b><u>\$22,921.94</u></b>	<b><u>\$0.00</u></b>	<b><u>\$22,921.94</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68596	Capital Outlay Projects Fund	191,617.07	0.00	191,617.07	92*0541768	92*0541775
68599	Capital Outlay Projects Fund	17,028.21	0.00	17,028.21	92*0541929	92*0541929
68604	Capital Outlay Projects Fund	51,892.16	0.00	51,892.16	92*0542135	92*0542139
<b>Total Fund 41 Capital Outlay Projects Fun</b>		<b><u>\$260,537.44</u></b>	<b><u>\$0.00</u></b>	<b><u>\$260,537.44</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68595	Bond Fund, Measure Q	47,282.48	0.00	47,282.48	92*0541762	92*0541767
68605	Bond Fund, Measure Q	24,312.00	0.00	24,312.00	92*0542140	92*0542141
<b>Total Fund 43 Bond Fund, Measure Q</b>		<b><u>71,594.48</u></b>	<b><u>0.00</u></b>	<b><u>71,594.48</u></b>		



Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68594	Property and Liability Fund	3,190.15	0.00	3,190.15	92*0541761	92*0541761
68606	Property and Liability Fund	6,360.80	0.00	6,360.80	92*0542142	92*0542142
<b>Total Fund 61 Property and Liability Fund</b>		<u><u>\$9,550.95</u></u>	<u><u>\$0.00</u></u>	<u><u>\$9,550.95</u></u>		

Checks Written for Period 10/01/20 Thru 10/13/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68588	Workers' Compensation Fund	34,127.25	0.00	34,127.25	92*0541586	92*0541586
68593	Workers' Compensation Fund	13,502.60	0.00	13,502.60	92*0541760	92*0541760
68607	Workers' Compensation Fund	1,837.50	0.00	1,837.50	92*0542143	92*0542143
<b>Total Fund 62 Workers' Compensation Fu</b>		<b>\$49,467.35</b>	<b>\$0.00</b>	<b>\$49,467.35</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68587	Student Financial Aid Fund	800.00	400.00	400.00	92*0541582	92*0541585
68592	Student Financial Aid Fund	8,400.00	0.00	8,400.00	92*0541732	92*0541759
<b>Total Fund 74 Student Financial Aid Fund</b>		<b>\$9,200.00</b>	<b>\$400.00</b>	<b>\$8,800.00</b>		

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**SUMMARY**

Total Fund 11 General Fund Unrestricted	1,459,032.81
Total Fund 12 General Fund Restricted	10,315,582.29
Total Fund 13 GF Unrestricted One-Time Fund	93,302.61
Total Fund 33 Child Development Fund	22,921.94
Total Fund 41 Capital Outlay Projects Fund	260,537.44
Total Fund 43 Bond Fund, Measure Q	71,594.48
Total Fund 61 Property and Liability Fund	9,550.95
Total Fund 62 Workers' Compensation Fund	49,467.35
Total Fund 74 Student Financial Aid Fund	8,800.00
Grand Total:	<u><u>\$12,290,789.87</u></u>

Checks Written for Period 09/30/20 Thru 10/13/20

<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>
1A2009530	SAC Diversified Agency Fund	1,200.00	0.00	1,200.00	1A*0002394	1A*0002395
<b>Total 1A SAC Diversified Agency Fund</b>		<u><u>\$1,200.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$1,200.00</u></u>		

Checks Written for Period 09/30/20 Thru 10/13/20

<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>
1B2009530	SAC Bookstore Fund	48,397.89	0.00	48,397.89	1B*0002580	1B*0002592
1B2010210	SAC Bookstore Fund	163,129.63	21,491.32	141,638.31	1B*0002593	1B*0002613
<b>Total 1B SAC Bookstore Fund</b>		<b><u><u>\$211,527.52</u></u></b>	<b><u><u>\$21,491.32</u></u></b>	<b><u><u>\$190,036.20</u></u></b>		

Checks Written for Period 09/30/20 Thru 10/13/20

<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>
1S2009530	SAC Associated Students Fund	269.29	0.00	269.29	1S*0001740	1S*0001741
<b>Total 1S SAC Associated Students Fund</b>		<u><u>\$269.29</u></u>	<u><u>\$0.00</u></u>	<u><u>\$269.29</u></u>		

Checks Written for Period 09/30/20 Thru 10/13/20

<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>
1T2009530	SAC Diversified Trust Fund	7,524.21	0.00	7,524.21	1T*0002016	1T*0002022
1T2010210	SAC Diversified Trust Fund	5,046.25	0.00	5,046.25	1T*0002023	1T*0002024
<b>Total 1T SAC Diversified Trust Fund</b>		<u><u>\$12,570.46</u></u>	<u><u>\$0.00</u></u>	<u><u>\$12,570.46</u></u>		



**SUMMARY**

Total Fund 1A SAC Diversified Agency Fund	1,200.00
Total Fund 1B SAC Bookstore Fund	190,036.20
Total Fund 1S SAC Associated Students Fund	269.29
Total Fund 1T SAC Diversified Trust Fund	12,570.46
<b>Grand Total:</b>	<b><u><u>\$204,075.95</u></u></b>

Checks Written for Period 09/30/20 Thru 10/13/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2A2009530	SCC Diversified Agency Fund	12,512.96	0.00	12,512.96	2A*0001794	2A*0001799
2A2010210	SCC Diversified Agency Fund	883.65	0.00	883.65	2A*0001800	2A*0001822
2A2010313	SCC Diversified Agency Fund	564.82	282.41	282.41	2A*0001823	2A*0001832
<b>Total 2A SCC Diversified Agency Fund</b>		<b>\$13,961.43</b>	<b>\$282.41</b>	<b>\$13,679.02</b>		

Checks Written for Period 09/30/20 Thru 10/13/20

<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>
2B2009530	SCC Bookstore Fund	1,299.40	0.00	1,299.40	2B*0002331	2B*0002331
2B2010313	SCC Bookstore Fund	13,444.87	0.00	13,444.87	2B*0002332	2B*0002339
<b>Total 2B SCC Bookstore Fund</b>		<b><u>\$14,744.27</u></b>	<b><u>\$0.00</u></b>	<b><u>\$14,744.27</u></b>		

Checks Written for Period 09/30/20 Thru 10/13/20

<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>
2C2009530	SCC Community Education Fund	521.82	260.91	260.91	2C*0001215	2C*0001216
2C2010210	SCC Community Education Fund	145.00	0.00	145.00	2C*0001217	2C*0001217
<b>Total 2C SCC Community Education Fund</b>		<u><b>\$666.82</b></u>	<u><b>\$260.91</b></u>	<u><b>\$405.91</b></u>		

Checks Written for Period 09/30/20 Thru 10/13/20

<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>
2S2009530	SCC Associated Students Fund	358.72	0.00	358.72	2S*0001452	2S*0001455
2S2010313	SCC Associated Students Fund	50.60	0.00	50.60	2S*0001456	2S*0001456
<b>Total 2S SCC Associated Students Fund</b>		<u><u>\$409.32</u></u>	<u><u>\$0.00</u></u>	<u><u>\$409.32</u></u>		

Checks Written for Period 09/30/20 Thru 10/13/20

<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>
2T2010313	SCC Diversified Trust Fund	163.23	0.00	163.23	2T*0001549	2T*0001550
<b>Total 2T SCC Diversified Trust Fund</b>		<b><u>163.23</u></b>	<b><u>0.00</u></b>	<b><u>163.23</u></b>		

**SUMMARY**

Total Fund 2A SCC Diversified Agency Fund	13,679.02
Total Fund 2B SCC Bookstore Fund	14,744.27
Total Fund 2C SCC Community Education Fu	405.91
Total Fund 2S SCC Associated Students Fun	409.32
Total Fund 2T SCC Diversified Trust Fund	163.23
<b>Grand Total:</b>	<b><u><u>\$29,401.75</u></u></b>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUDGET BOARD REPORT**  
**From 10/13/2020 To 10/13/2020**  
**Board Meeting on 10/26/2020**

**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
<b><u>Fund 11: General Fund Unrestricted</u></b>			
1000	ACADEMIC SALARIES	1,477,156	
2000	CLASSIFIED SALARIES	2,637,957	
3000	EMPLOYEE BENEFITS	1,717,223	
4000	SUPPLIES & MATERIALS	9,800	
5000	OTHER OPERATING EXP & SERVICES		28,300
7900	RESERVE FOR CONTINGENCIES		5,813,836
<b>Total Transfer Fund 11</b>		<b>\$5,842,136</b>	<b>\$5,842,136</b>

**BUDGET INCREASES AND DECREASES**

		Revenue	Appropriation
<b><u>Fund 12: General Fund Restricted</u></b>			
8100	FEDERAL REVENUES	(53,732)	
5000	OTHER OPERATING EXP & SERVICES		(53,732)
<b>Total Transfer Fund 12</b>		<b>\$(53,732)</b>	<b>\$(53,732)</b>

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 10/13/2020 To 10/13/2020**  
**Board Meeting on 10/26/2020**

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.

<b>BUDGET TRANSFERS</b>	<b>From</b>	<b>To</b>
<b><u>Fund 11: General Fund Unrestricted</u></b>		
<b>B026679</b>	<b>10/13/20</b>	
2000	CLASSIFIED SALARIES	34,874
3000	EMPLOYEE BENEFITS	18,399
7900	RESERVE FOR CONTINGENCIES	53,273
		53,273
<b>Total Reference B026679</b>		<b>\$53,273</b>
<b>Reason:</b>	Adjustment	
<b>Description:</b>	SRP Salary & Benefits Savings: 1029544 Albuja, Susana	
<b>B026680</b>	<b>10/13/20</b>	
1000	ACADEMIC SALARIES	73,878
3000	EMPLOYEE BENEFITS	21,293
7900	RESERVE FOR CONTINGENCIES	95,171
		95,171
<b>Total Reference B026680</b>		<b>\$95,171</b>
<b>Reason:</b>	Adjustment	
<b>Description:</b>	SRP Salary & Benefits Savings: 1029624 Castellanos, Mary	
<b>B026681</b>	<b>10/13/20</b>	
2000	CLASSIFIED SALARIES	86,378
3000	EMPLOYEE BENEFITS	40,537
7900	RESERVE FOR CONTINGENCIES	126,915
		126,915
<b>Total Reference B026681</b>		<b>\$126,915</b>
<b>Reason:</b>	Adjustment	
<b>Description:</b>	SRP Salary & Benefits Savings: 1025014 Mozaffari, Leila	
<b>B026682</b>	<b>10/13/20</b>	
2000	CLASSIFIED SALARIES	41,796
3000	EMPLOYEE BENEFITS	18,759
7900	RESERVE FOR CONTINGENCIES	60,555
		60,555
<b>Total Reference B026682</b>		<b>\$60,555</b>
<b>Reason:</b>	Adjustment	
<b>Description:</b>	SRP Salary & Benefits Savings: 1027216 Austin,Dolores	
<b>B026683</b>	<b>10/13/20</b>	
1000	ACADEMIC SALARIES	184,167
3000	EMPLOYEE BENEFITS	69,543
7900	RESERVE FOR CONTINGENCIES	253,710
		253,710
<b>Total Reference B026683</b>		<b>\$253,710</b>
<b>Reason:</b>	Adjustment	
<b>Description:</b>	SRP Salary & Benefits Savings: 1028394 Hardash, Peter	
<b>B026684</b>	<b>10/13/20</b>	
2000	CLASSIFIED SALARIES	58,473
3000	EMPLOYEE BENEFITS	25,863
7900	RESERVE FOR CONTINGENCIES	84,336
		84,336
<b>Total Reference B026684</b>		<b>\$84,336</b>
<b>Reason:</b>	Adjustment	
<b>Description:</b>	SRP Salary & Benefits Savings: 1027450 Carpenter, Patricia	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**BUDGET BOARD REPORT- ATTACHMENT**

From 10/13/2020 To 10/13/2020

Board Meeting on 10/26/2020

<b>BUDGET TRANSFERS</b>		<b>From</b>	<b>To</b>
<b>Fund 11: General Fund Unrestricted</b>			
<b>B026685</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	56,282	
3000	EMPLOYEE BENEFITS	39,015	
7900	RESERVE FOR CONTINGENCIES		95,297
<b>Total Reference B026685</b>		<b>\$95,297</b>	<b>\$95,297</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1027183 Banh,Tai		
<b>B026686</b>	<b>10/13/20</b>		
1000	ACADEMIC SALARIES	48,863	
3000	EMPLOYEE BENEFITS	20,577	
7900	RESERVE FOR CONTINGENCIES		69,440
<b>Total Reference B026686</b>		<b>\$69,440</b>	<b>\$69,440</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1028812 Wirtz, Laura		
<b>B026687</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	82,303	
3000	EMPLOYEE BENEFITS	36,425	
7900	RESERVE FOR CONTINGENCIES		118,728
<b>Total Reference B026687</b>		<b>\$118,728</b>	<b>\$118,728</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1030535 Dinh, Anh		
<b>B026688</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	74,903	
3000	EMPLOYEE BENEFITS	52,104	
7900	RESERVE FOR CONTINGENCIES		127,007
<b>Total Reference B026688</b>		<b>\$127,007</b>	<b>\$127,007</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1025542 Honda, Linda		
<b>B026689</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	68,268	
3000	EMPLOYEE BENEFITS	42,765	
7900	RESERVE FOR CONTINGENCIES		111,033
<b>Total Reference B026689</b>		<b>\$111,033</b>	<b>\$111,033</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1028562 Cain, Beatrice		
<b>B026690</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	57,167	
3000	EMPLOYEE BENEFITS	38,066	
7900	RESERVE FOR CONTINGENCIES		95,233
<b>Total Reference B026690</b>		<b>\$95,233</b>	<b>\$95,233</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1027820 Gouldsmith, Kenneth		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**BUDGET BOARD REPORT- ATTACHMENT**

From 10/13/2020 To 10/13/2020

Board Meeting on 10/26/2020

<b>BUDGET TRANSFERS</b>		<b>From</b>	<b>To</b>
<b>Fund 11: General Fund Unrestricted</b>			
<b>B026691</b>	<b>10/13/20</b>		
1000	ACADEMIC SALARIES	67,336	
3000	EMPLOYEE BENEFITS	27,884	
7900	RESERVE FOR CONTINGENCIES		95,220
<b>Total Reference B026691</b>		<b>\$95,220</b>	<b>\$95,220</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1025813 Doolittle, Glenn		
<b>B026692</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	78,708	
3000	EMPLOYEE BENEFITS	45,283	
7900	RESERVE FOR CONTINGENCIES		123,991
<b>Total Reference B026692</b>		<b>\$123,991</b>	<b>\$123,991</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1028499 Lucarelli, Phyllis A.		
<b>B026693</b>	<b>10/13/20</b>		
1000	ACADEMIC SALARIES	26,516	
3000	EMPLOYEE BENEFITS	12,484	
7900	RESERVE FOR CONTINGENCIES		39,000
<b>Total Reference B026693</b>		<b>\$39,000</b>	<b>\$39,000</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1026419 Garnett, Susan		
<b>B026694</b>	<b>10/13/20</b>		
1000	ACADEMIC SALARIES	65,717	
3000	EMPLOYEE BENEFITS	20,694	
7900	RESERVE FOR CONTINGENCIES		86,411
<b>Total Reference B026694</b>		<b>\$86,411</b>	<b>\$86,411</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1029026 Myers, Stewart		
<b>B026695</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	41,116	
3000	EMPLOYEE BENEFITS	34,279	
7900	RESERVE FOR CONTINGENCIES		75,395
<b>Total Reference B026695</b>		<b>\$75,395</b>	<b>\$75,395</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1030112 Castrejon Miranda, Orlando		
<b>B026696</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	104,186	
3000	EMPLOYEE BENEFITS	48,066	
7900	RESERVE FOR CONTINGENCIES		152,252
<b>Total Reference B026696</b>		<b>\$152,252</b>	<b>\$152,252</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1025956 Marasigan, Elouise		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**BUDGET BOARD REPORT- ATTACHMENT**

From 10/13/2020 To 10/13/2020

Board Meeting on 10/26/2020

<b>BUDGET TRANSFERS</b>		<b>From</b>	<b>To</b>
<b>Fund 11: General Fund Unrestricted</b>			
<b>B026697</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	45,614	
3000	EMPLOYEE BENEFITS	19,433	
7900	RESERVE FOR CONTINGENCIES		65,047
<b>Total Reference B026697</b>		<b>\$65,047</b>	<b>\$65,047</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1030065 Nguyen, Phoung T.		
<b>B026698</b>	<b>10/13/20</b>		
1000	ACADEMIC SALARIES	67,336	
3000	EMPLOYEE BENEFITS	24,121	
7900	RESERVE FOR CONTINGENCIES		91,457
<b>Total Reference B026698</b>		<b>\$91,457</b>	<b>\$91,457</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1027784 Hester, James		
<b>B026699</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	35,681	
3000	EMPLOYEE BENEFITS	22,677	
7900	RESERVE FOR CONTINGENCIES		58,358
<b>Total Reference B026699</b>		<b>\$58,358</b>	<b>\$58,358</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1026376 Contreras, Evangelina		
<b>B026700</b>	<b>10/13/20</b>		
1000	ACADEMIC SALARIES	65,716	
3000	EMPLOYEE BENEFITS	20,689	
7900	RESERVE FOR CONTINGENCIES		86,405
<b>Total Reference B026700</b>		<b>\$86,405</b>	<b>\$86,405</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1025287 Higgins, Mark		
<b>B026701</b>	<b>10/13/20</b>		
1000	ACADEMIC SALARIES	57,599	
3000	EMPLOYEE BENEFITS	25,893	
7900	RESERVE FOR CONTINGENCIES		83,492
<b>Total Reference B026701</b>		<b>\$83,492</b>	<b>\$83,492</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 2116315 McLean, Stephen		
<b>B026702</b>	<b>10/13/20</b>		
1000	ACADEMIC SALARIES	65,716	
3000	EMPLOYEE BENEFITS	18,901	
7900	RESERVE FOR CONTINGENCIES		84,617
<b>Total Reference B026702</b>		<b>\$84,617</b>	<b>\$84,617</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1026662 Paunovic, Mila		

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<b>B026703</b>	<b>10/13/20</b>		
1000	ACADEMIC SALARIES	65,716	
3000	EMPLOYEE BENEFITS	29,976	
7900	RESERVE FOR CONTINGENCIES		95,692
<b>Total Reference B026703</b>		<b>\$95,692</b>	<b>\$95,692</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1027466 Schroeder, Brian		
<b>B026704</b>	<b>10/13/20</b>		
1000	ACADEMIC SALARIES	63,695	
3000	EMPLOYEE BENEFITS	29,566	
7900	RESERVE FOR CONTINGENCIES		93,261
<b>Total Reference B026704</b>		<b>\$93,261</b>	<b>\$93,261</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1028282 Shaffer, Catherine		
<b>B026705</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	23,286	
3000	EMPLOYEE BENEFITS	13,758	
7900	RESERVE FOR CONTINGENCIES		37,044
<b>Total Reference B026705</b>		<b>\$37,044</b>	<b>\$37,044</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1026969 Dhaliwal, Kamaljeet		
<b>B026706</b>	<b>10/13/20</b>		
1000	ACADEMIC SALARIES	65,151	
3000	EMPLOYEE BENEFITS	27,436	
7900	RESERVE FOR CONTINGENCIES		92,587
<b>Total Reference B026706</b>		<b>\$92,587</b>	<b>\$92,587</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1027358 Deaver, Douglas		
<b>B026707</b>	<b>10/13/20</b>		
1000	ACADEMIC SALARIES	141,578	
3000	EMPLOYEE BENEFITS	55,611	
7900	RESERVE FOR CONTINGENCIES		197,189
<b>Total Reference B026707</b>		<b>\$197,189</b>	<b>\$197,189</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1026234 Fasbinder, Lori		
<b>B026708</b>	<b>10/13/20</b>		
1000	ACADEMIC SALARIES	72,602	
3000	EMPLOYEE BENEFITS	28,964	
7900	RESERVE FOR CONTINGENCIES		101,566
<b>Total Reference B026708</b>		<b>\$101,566</b>	<b>\$101,566</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1029420 Vargas, Martha		

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<b>B026709</b>	<b>10/13/20</b>		
1000	ACADEMIC SALARIES	65,717	
3000	EMPLOYEE BENEFITS	27,554	
7900	RESERVE FOR CONTINGENCIES		93,271
<b>Total Reference B026709</b>		<b>\$93,271</b>	<b>\$93,271</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1027987 Armbruster, Lynda		
<b>B026710</b>	<b>10/13/20</b>		
1000	ACADEMIC SALARIES	65,716	
3000	EMPLOYEE BENEFITS	20,689	
7900	RESERVE FOR CONTINGENCIES		86,405
<b>Total Reference B026710</b>		<b>\$86,405</b>	<b>\$86,405</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1027111 Veyna, Angelina		
<b>B026711</b>	<b>10/13/20</b>		
1000	ACADEMIC SALARIES	72,559	
3000	EMPLOYEE BENEFITS	25,193	
7900	RESERVE FOR CONTINGENCIES		97,752
<b>Total Reference B026711</b>		<b>\$97,752</b>	<b>\$97,752</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1029830 Wann, Teresa		
<b>B026712</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	55,710	
3000	EMPLOYEE BENEFITS	25,438	
7900	RESERVE FOR CONTINGENCIES		81,148
<b>Total Reference B026712</b>		<b>\$81,148</b>	<b>\$81,148</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1027930 Eustaquio, Carmelita		
<b>B026713</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	48,528	
3000	EMPLOYEE BENEFITS	16,400	
7900	RESERVE FOR CONTINGENCIES		64,928
<b>Total Reference B026713</b>		<b>\$64,928</b>	<b>\$64,928</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1140381 Martinez, Phillip		
<b>B026714</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	17,898	
3000	EMPLOYEE BENEFITS	13,678	
7900	RESERVE FOR CONTINGENCIES		31,576
<b>Total Reference B026714</b>		<b>\$31,576</b>	<b>\$31,576</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1029157 Fuentes, Guadalupe		

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<b>B026715</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	60,742	
3000	EMPLOYEE BENEFITS	33,484	
7900	RESERVE FOR CONTINGENCIES		94,226
<b>Total Reference B026715</b>		<b>\$94,226</b>	<b>\$94,226</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1028445 Garibay, Maria		
<b>B026716</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	86,057	
3000	EMPLOYEE BENEFITS	227,888	
7900	RESERVE FOR CONTINGENCIES		133,945
<b>Total Reference B026716</b>		<b>\$313,945</b>	<b>\$133,945</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1025402 Mueller, Gary		
<b>B026717</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	75,083	
3000	EMPLOYEE BENEFITS	44,461	
7900	RESERVE FOR CONTINGENCIES		119,544
<b>Total Reference B026717</b>		<b>\$119,544</b>	<b>\$119,544</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1029765 Simons, Randall		
<b>B026718</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	45,400	
3000	EMPLOYEE BENEFITS	35,623	
7900	RESERVE FOR CONTINGENCIES		81,023
<b>Total Reference B026718</b>		<b>\$81,023</b>	<b>\$81,023</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1030612 Garza, Arturo		
<b>B026719</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	53,460	
3000	EMPLOYEE BENEFITS	27,417	
7900	RESERVE FOR CONTINGENCIES		80,877
<b>Total Reference B026719</b>		<b>\$80,877</b>	<b>\$80,877</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1026596 Styffe, David		
<b>B026720</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	45,400	
3000	EMPLOYEE BENEFITS	22,222	
7900	RESERVE FOR CONTINGENCIES		67,622
<b>Total Reference B026720</b>		<b>\$67,622</b>	<b>\$67,622</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1029802 Gordon, Sylvia		

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<b>B026721</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	77,210	
3000	EMPLOYEE BENEFITS	39,482	
7900	RESERVE FOR CONTINGENCIES		116,692
<b>Total Reference B026721</b>		<b>\$116,692</b>	<b>\$116,692</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 2033285 Wickmann, Annette		
<b>B026722</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	42,050	
3000	EMPLOYEE BENEFITS	28,502	
7900	RESERVE FOR CONTINGENCIES		70,552
<b>Total Reference B026722</b>		<b>\$70,552</b>	<b>\$70,552</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1026276 Hernandez, Pablo		
<b>B026723</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	58,320	
3000	EMPLOYEE BENEFITS	30,300	
7900	RESERVE FOR CONTINGENCIES		88,620
<b>Total Reference B026723</b>		<b>\$88,620</b>	<b>\$88,620</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1027141 Grijalva, Teresa		
<b>B026724</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	44,743	
3000	EMPLOYEE BENEFITS	28,482	
7900	RESERVE FOR CONTINGENCIES		73,225
<b>Total Reference B026724</b>		<b>\$73,225</b>	<b>\$73,225</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1027657 Jimenez, Connie		
<b>B026725</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	50,654	
3000	EMPLOYEE BENEFITS	23,858	
7900	RESERVE FOR CONTINGENCIES		74,512
<b>Total Reference B026725</b>		<b>\$74,512</b>	<b>\$74,512</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1027541 Kvenbo, Vivian		
<b>B026727</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	98,096	
3000	EMPLOYEE BENEFITS	39,579	
7900	RESERVE FOR CONTINGENCIES		137,675
<b>Total Reference B026727</b>		<b>\$137,675</b>	<b>\$137,675</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1027570 Truong, Huey		



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<b>B026728</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	37,371	
3000	EMPLOYEE BENEFITS	20,281	
7900	RESERVE FOR CONTINGENCIES		57,652
<b>Total Reference B026728</b>		<b>\$57,652</b>	<b>\$57,652</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1027665 Lohmann, Suzanne		
<b>B026729</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	40,181	
3000	EMPLOYEE BENEFITS	27,917	
7900	RESERVE FOR CONTINGENCIES		68,098
<b>Total Reference B026729</b>		<b>\$68,098</b>	<b>\$68,098</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1055625 Pech, Manual		
<b>B026730</b>	<b>10/13/20</b>		
1000	ACADEMIC SALARIES	141,578	
3000	EMPLOYEE BENEFITS	40,018	
7900	RESERVE FOR CONTINGENCIES		181,596
<b>Total Reference B026730</b>		<b>\$181,596</b>	<b>\$181,596</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1029622 Babeshoff, Ruth		
<b>B026731</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	46,824	
3000	EMPLOYEE BENEFITS	36,062	
7900	RESERVE FOR CONTINGENCIES		82,886
<b>Total Reference B026731</b>		<b>\$82,886</b>	<b>\$82,886</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1030296 Sanchez, Salvador		
<b>B026732</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	61,818	
3000	EMPLOYEE BENEFITS	32,253	
7900	RESERVE FOR CONTINGENCIES		94,071
<b>Total Reference B026732</b>		<b>\$94,071</b>	<b>\$94,071</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1028810 Scott, Karen		
<b>B026733</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	55,932	
3000	EMPLOYEE BENEFITS	32,838	
7900	RESERVE FOR CONTINGENCIES		88,770
<b>Total Reference B026733</b>		<b>\$88,770</b>	<b>\$88,770</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1028867 Buck, Theresa		

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<b>B026734</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	57,609	
3000	EMPLOYEE BENEFITS	38,198	
7900	RESERVE FOR CONTINGENCIES		95,807
<b>Total Reference B026734</b>		<b>\$95,807</b>	<b>\$95,807</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1026553 Taylor, Maria		
<b>B026735</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	64,085	
3000	EMPLOYEE BENEFITS	35,382	
7900	RESERVE FOR CONTINGENCIES		99,467
<b>Total Reference B026735</b>		<b>\$99,467</b>	<b>\$99,467</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1028319 Contreras-Bright, Dora		
<b>B026736</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	54,884	
3000	EMPLOYEE BENEFITS	24,744	
7900	RESERVE FOR CONTINGENCIES		79,628
<b>Total Reference B026736</b>		<b>\$79,628</b>	<b>\$79,628</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1026793 Vasquez, Cynthia		
<b>B026737</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	21,545	
3000	EMPLOYEE BENEFITS	14,800	
7900	RESERVE FOR CONTINGENCIES		36,345
<b>Total Reference B026737</b>		<b>\$36,345</b>	<b>\$36,345</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1029919 Chavez, Graceila		
<b>B026738</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	43,919	
3000	EMPLOYEE BENEFITS	35,155	
7900	RESERVE FOR CONTINGENCIES		79,074
<b>Total Reference B026738</b>		<b>\$79,074</b>	<b>\$79,074</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1030217 Medina, Alfonso		
<b>B026740</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	43,529	
3000	EMPLOYEE BENEFITS	35,032	
7900	RESERVE FOR CONTINGENCIES		78,561
<b>Total Reference B026740</b>		<b>\$78,561</b>	<b>\$78,561</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1030496 Florentino, Rigoberto		

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<b>B026741</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	61,370	
3000	EMPLOYEE BENEFITS	34,535	
7900	RESERVE FOR CONTINGENCIES		95,905
<b>Total Reference B026741</b>		<b>\$95,905</b>	<b>\$95,905</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1027294 Peeken, Julie		
<b>B026742</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	54,432	
3000	EMPLOYEE BENEFITS	38,012	
7900	RESERVE FOR CONTINGENCIES		92,444
<b>Total Reference B026742</b>		<b>\$92,444</b>	<b>\$92,444</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1026240 Goss, Gloria		
<b>B026743</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	45,399	
3000	EMPLOYEE BENEFITS	35,191	
7900	RESERVE FOR CONTINGENCIES		80,590
<b>Total Reference B026743</b>		<b>\$80,590</b>	<b>\$80,590</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1026974 Sanchez, Raymonde		
<b>B026744</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES		86,057
3000	EMPLOYEE BENEFITS		227,888
7900	RESERVE FOR CONTINGENCIES	133,945	
<b>Total Reference B026744</b>		<b>\$133,945</b>	<b>\$313,945</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: Rev B026716 Mueller, Gary		
<b>B026745</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	61,459	
3000	EMPLOYEE BENEFITS	34,563	
7900	RESERVE FOR CONTINGENCIES		96,022
<b>Total Reference B026745</b>		<b>\$96,022</b>	<b>\$96,022</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1026917 Sapak Winder, Linda		
<b>B026746</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	56,103	
3000	EMPLOYEE BENEFITS	32,889	
7900	RESERVE FOR CONTINGENCIES		88,992
<b>Total Reference B026746</b>		<b>\$88,992</b>	<b>\$88,992</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1024990 Thomas, Elizabeth		

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<b>B026747</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	17,980	
3000	EMPLOYEE BENEFITS	10,691	
7900	RESERVE FOR CONTINGENCIES		28,671
<b>Total Reference B026747</b>		<b>\$28,671</b>	<b>\$28,671</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1029330 Tse, En-Teh		
<b>B026748</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	86,057	
3000	EMPLOYEE BENEFITS	47,888	
7900	RESERVE FOR CONTINGENCIES		133,945
<b>Total Reference B026748</b>		<b>\$133,945</b>	<b>\$133,945</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1025402 Mueller, Gary		
<b>B026749</b>	<b>10/13/20</b>		
2000	CLASSIFIED SALARIES	65,131	
3000	EMPLOYEE BENEFITS	35,711	
7900	RESERVE FOR CONTINGENCIES		100,842
<b>Total Reference B026749</b>		<b>\$100,842</b>	<b>\$100,842</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP Salary & Benefits Savings: 1029376 Vaught, Melody		
<b>B026750</b>	<b>10/13/20</b>		
3000	EMPLOYEE BENEFITS		336,360
5000	OTHER OPERATING EXP & SERVICES		18,500
7900	RESERVE FOR CONTINGENCIES	354,860	
<b>Total Reference B026750</b>		<b>\$354,860</b>	<b>\$354,860</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	SRP PARS invoice for faculty PARS 403(b)		

<b>BUDGET INCREASES AND DECREASES</b>		<b>Revenue</b>	<b>Appropriation</b>
<b>Fund 12: General Fund Restricted</b>			
<b>B026726</b>	<b>10/13/20</b>		
8100	FEDERAL REVENUES	(53,732)	
5000	OTHER OPERATING EXP & SERVICES		(53,732)
<b>Total Reference B026726</b>		<b>\$(53,732)</b>	<b>\$(53,732)</b>
<b>Reason:</b>	Delete Budget		
<b>Description:</b>	Delete budget - SP#1592 ended as of 06/30/2019		

**RECOMMENDATION**

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

4.2(13)

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

To:	Board of Trustees	Date: October 26, 2020
Re:	Approval of the Quarterly Financial Status Report (CCFS-311Q) for period ended September 30, 2020	
Action:	Request for Approval	

**BACKGROUND**

Pursuant to Section 58310 of Title 5 of the California Code of Regulations, each California community college district shall submit a report showing the financial and budgetary conditions of the district, including outstanding obligations, to the governing board on a quarterly basis. The CCFS-311Q is the prescribed, routine report submitted to the System Office satisfying this requirement.

Attached is the California Community Colleges Quarterly Financial Status Report form CCFS-311Q for the first quarter in fiscal year 2020-21 ended September 30, 2020.

**ANALYSIS**

The quarterly report shows the projected Unrestricted General Fund revenues and expenditures for this year as well as the actual amounts from the previous three fiscal years. For the three months covered in this report, the District has recognized 22.0% of budgeted revenues and other financing sources and 19.9% of budgeted expenditures and other outgo in the Unrestricted General Fund.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the CCFS-311Q for the quarter ended September 30, 2020 as presented.

Fiscal Impact:	Not Applicable	Board Date: October 26, 2020
Prepared by:	Thao Nguyen, Manager of Budget, Forecasting and Analysis	
Submitted by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

California Community Colleges  
**QUARTERLY FINANCIAL STATUS REPORT, CCFS-311Q**  
 Fiscal Year 2020-2021

District: (870) Rancho Santiago Community College

Quarter Ended: September 30, 2020

I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

As of June 30 for fiscal year specified.

	FY 2017-18 Actual	FY 2018-19 Actual	FY 2019-20 Actual	FY 2020-21 Projected
<b>Revenues:</b>				
Unrestricted General Fund Revenues (Objects 8100, 8600, and 8800)	184,723,668	197,986,235	198,061,694	193,820,166
Other Financing Sources (Objects 8900)	9,143	19,820	39,189	13,467
<b>Total Unrestricted Revenues</b>	<b>184,732,811</b>	<b>198,006,055</b>	<b>198,100,883</b>	<b>193,833,633</b>
<b>Expenditures:</b>				
(Objects 1000-6000)	176,673,046	190,739,321	192,172,425	202,501,632
Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	5,410,869	6,410,901	6,643,874	3,725,000
<b>Total Unrestricted Expenditures</b>	<b>182,083,915</b>	<b>197,150,222</b>	<b>198,816,299</b>	<b>206,226,632</b>
<b>Revenues Over(Under)Expenditures</b>	<b>2,648,896</b>	<b>855,833</b>	<b>(715,416)</b>	<b>(12,392,999)</b>
<b>Fund Balance, Beginning</b>	<b>35,254,317</b>	<b>37,903,213</b>	<b>38,759,046</b>	<b>38,043,630</b>
Prior Year Adjustments + (-)	0	0	0	0
<b>Adjusted Fund Balance, Beginning</b>	<b>35,254,317</b>	<b>37,903,213</b>	<b>38,759,046</b>	<b>38,043,630</b>
<b>Fund Balance, Ending</b>	<b>37,903,213</b>	<b>38,759,046</b>	<b>38,043,630</b>	<b>25,650,631</b>
% of GF Balance to GF Expenditures	20.8%	19.7%	19.1%	12.4%

II. Annualized Attendance FTES: **This data is being captured in CCFS-320 and is no longer required here.**

Annualized FTES				
(Excluding apprentices and non-residents)				

III. Total General Fund Cash Balance (Unrestricted and Restricted)

	As of the specified quarter ended for each fiscal year presented			
	2017-18	2018-19	2019-20	2020-21
General Fund Cash Balance (Excluding Borrowed Funds)	67,744,592	86,914,719	139,379,258	120,224,531

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col.2)
<b>Revenues:</b>				
Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	193,820,166	193,820,166	42,572,591	22.0%
Other Financing Sources (Objects 8900)	5,000	5,000	13,467	269.3%
<b>Total Unrestricted Revenues</b>	<b>193,825,166</b>	<b>193,825,166</b>	<b>42,586,058</b>	<b>22.0%</b>
<b>Expenditures:</b>				
Unrestricted General Fund Expenditures (Objects 1000-6000)	202,501,632	202,501,632	41,126,878	20.3%
Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	3,725,000	3,725,000	0	0.0%
<b>Total Unrestricted Expenditures</b>	<b>206,226,632</b>	<b>206,226,632</b>	<b>41,126,878</b>	<b>19.9%</b>
<b>Revenues Over(Under) Expenditures</b>	<b>(12,401,466)</b>	<b>(12,401,466)</b>	<b>1,459,180</b>	
Adjusted Fund Balance, Beginning	38,043,630	38,043,630	38,043,630	
<b>Fund Balance, Ending</b>	<b>25,642,164</b>	<b>25,642,164</b>	<b>39,502,810</b>	
% of UGF Fund Balance to UGF Expenditures	12.4%	12.4%		

V. Has the district settled any employee contracts during this quarter? YES  NO

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

**SALARIES**

Contract Period Settled (Specify)	Management		Academic**		Classified/Confidential	
	*Total Salary /Cost Increase %		*Total Salary /Cost Increase %		*Total Salary /Cost Increase %	
Year 1						
Year 2						
Year 3						

\*As specified in Collective Bargaining Agreement.

**BENEFITS**

Contract Period Settled (Specify)	Management		Academic		Classified/Confidential	
	Total Salary Cost Increase		Total Salary Cost Increase		Total Salary Cost Increase	
Year 1						
Year 2						
Year 3						

Include a statement regarding the source of revenues to pay salary and benefit increases, e.g., from the district's reserves from cost-of-living, etc.:

The district intends to fund the salary and benefit increases for CEFA with reserves from COLA and fund balance.

VI. Did the district have significant events for the quarter (include incidence of long-term debt, settlement of audit citations or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)?

YES  NO

If yes, list events and their financial ramifications. (Include additional pages of explanation if needed.)

VII. Does the district have significant fiscal problems that must be addressed this year?

YES  NO

Next Year? YES  NO

**CERTIFICATION**

Rancho Santiago Community College District

To the best of my knowledge, the data contained in this report are correct.

To the best of my knowledge, the data contained in this report are correct. I further certify that this report was/will be presented at the governing board meeting specified below, afforded the opportunity to be discussed and entered into the minutes of that meeting.

\_\_\_\_\_  
District Chief Business Officer Date

\_\_\_\_\_  
District Chief Executive Officer Date

Quarter Ended: September 30, 2020

Governing Board Meeting Date: October 26, 2020

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

To:	Board of Trustees	Date: October 26, 2020
Re:	Quarterly Investment Report as of September 30, 2020	
Action:	For Information	

**BACKGROUND**

The Quarterly Investment Report for the quarter ended September 30, 2020 is submitted in accordance with Section 53646(b) of the Government Code. The District's funds are held and invested with the Orange County Treasurer and the State of California Local Agency Investment Fund (LAIF). In addition, the OPEB Irrevocable Trust is managed by Public Agency Retirement Services (PARS) and invested with Vanguard funds.

**ANALYSIS**

The District's investments and any areas of noncompliance are shown on the following included documents: (1) the Statement of Cash as of September 30, 2020 for all District funds; (2) excerpts from the Orange County Treasurer's Investment Report for the month ended September 30, 2020, (3) a copy of the State of California Local Agency Investment Fund (LAIF) "Remittance Advice" and Performance Report for the period ending September 30, 2020, and (4) a copy of the District's OPEB Post-employment Benefits Trust account report for the period ending September 30, 2020 from PARS. The Trust account earned (\$987,671) during the month of September or a 2.0% decrease and \$2,279,236 during the quarter ended September 30, 2020 or a 5.27% increase due to typical market fluctuations. The current one-year rate of return on the Trust stands at 9.28%.

All investments for the quarter ended September 30, 2020 are in accordance with Board Policy 6320, and there has been no change in the policy during this quarter.

**RECOMMENDATION**

The quarterly investment report as of September 30, 2020 is presented as information.

Fiscal Impact:	None	Board Date: October 26, 2020
Prepared by:	Thao Nguyen, Manager of Budget, Forecasting and Analysis	
Submitted by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	



**Rancho Santiago Community College District**  
**Statement of Cash**  
**September 30, 2020**

Description	Amount	Interest Rate	QTR	% of Investment
Orange County Treasurer				
General Obligation Bonds	31,128,865	1.12%	July-Sept	9.36%
Bond Sinking Funds	28,778,212	1.12%	July-Sept	8.66%
All Other Funds	266,076,341	1.12%	July-Sept	80.05%
Local Agency Investment Fund (LAIF)	162,002	0.84%	July-Sept	0.05%
Revolving Fund, Refundable Deposits and Cash in Banks	6,251,636	0.50%	July-Sept	1.88%
	<u>332,397,056</u>			<u>100.00%</u>

4.4(2)

## Rancho Santiago Community College District

### Cash Position September 30, 2020

	County Fund	RSCCD Fund	Cash in County 9110	Cash in County-Perkins 9111	Cash in County - Cal Grants 9112	Restricted Cash for GO Bonds 9119	Cash Clearing 912X	Revolving Cash 9130	Cash with Fiscal Agent 9135	LAIF 9150	Fund Total
General Fund (11 & 12 & 13)	1	11/12/13	117,563,895				2,560,636	100,000			120,224,531
Child Development Fund	12	33	1,140,255				144,723				1,284,978
Bond Fund Measure Q	23	43	31,128,865								31,128,865
Bond Int & Red Fund	31	24				28,778,212					28,778,212
Capital Outlay Projects Fund	40	41	93,020,451				6,056				93,026,507
Workers' Compensation Fund	68	62	3,341,769						60,000		3,401,769
Property and Liability Fund	70	61	4,238,121						25,000		4,263,121
Retiree Benefits Fund	71	63	43,597,624							162,002	43,759,626
Student Financial Aid	74	74	3,174,226				3,355,221				6,529,447
<b>Totals</b>			297,205,206	-	-	28,778,212	6,066,636	100,000	85,000	162,002	332,397,056

4.4(3)



OFFICE OF THE TREASURER-TAX COLLECTOR  
SHARI L. FREIDENRICH, CPA, CCMT, CPFA, ACPFIM




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**INTERDEPARTMENTAL COMMUNICATION**

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**Date:** October 15, 2020

**To:** Michelle Steel, Chairwoman  
Andrew Do, Vice Chairman  
Supervisor Doug Chaffee  
Supervisor Donald P. Wagner  
Supervisor Lisa A. Bartlett

**From:** Shari L. Freidenrich, CPA, CCMT, CPFA, ACPFIM 

**Subject:** Treasurer's Investment Report for the Month Ended September 30, 2020

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The Treasurer's Investment Report for the month ended September 30, 2020 is attached, online at [ocgov.com/ocinvestments](http://ocgov.com/ocinvestments) and provided in compliance with California Government Code Sections 53607, 53646 and 27134 and the County's Investment Policy Statement (IPS). This report contains various charts and information.

**INVESTMENT POOL COMPOSITION**

The Investment Pool Statistics summary shows the total investment responsibility of the County Treasurer as delegated by the Board of Supervisors: the Orange County Investment Pool (OCIP) that includes the Voluntary Participants' funds, the Orange County Educational Investment Pool (OCEIP), the John Wayne Airport Investment Fund and various other specific non-pooled investment funds. Investment of these public funds by the County Treasurer is based on compliance with State law and prudent money management. The primary goal is to invest public funds in a manner that will provide for maximum security of principal invested with secondary emphasis on providing adequate liquidity to pool participants and lastly to achieve a market rate of return within the parameters of prudent risk management while conforming to all statutes and resolutions governing the investment of public funds.

The County Treasurer currently maintains four funds, the Orange County Money Market Fund (OCMMF), the Orange County Educational Money Market Fund (OCEMMF), the John Wayne Airport Investment Fund and the Extended Fund. Standard & Poor's, on December 13, 2019 reaffirmed their highest rating of AAAM on the OCMMF and the OCEMMF. The OCIP is comprised of the OCMMF and portions of the Extended Fund. The OCEIP is comprised of the OCMMF and portions of the Extended Fund.

The maximum maturity of investments for the OCMMF and the OCEMMF is 13 months, with a maximum weighted average maturity (WAM) of 60 days, and they have a current WAM of 18 and 16, respectively. The maximum maturity of investments for the John Wayne Airport Investment Fund is 15 months, with a maximum WAM of 90 days, and a current WAM of 80. The maximum maturity of the Extended Fund is five years, with duration not to exceed 1.5 years, and the duration is currently at 0.79. The investments in all of the funds are marked to market daily to calculate the daily fair value of the funds. To further maintain safety, adherence to an investment strategy of only purchasing top-rated securities and diversification of instrument types and maturities is required.

**ECONOMIC UPDATE**

In September 2020, the job market added 661,000 new jobs, and August's job numbers were revised upward by 118,000 to 1,489,000. The U.S. unemployment rate for September decreased to 7.9% from 8.4% in August. The U.S. Gross Domestic Product second quarter rate decreased to -31.4% from the prior quarter's revised rate of negative 5.0%. The Empire State Manufacturing Index increased to 17.0 in September from 3.7 in August. The Philadelphia Fed Index slightly decreased to 15.0 in September from 17.2 in August. The Federal Reserve uses

these indexes as regional economic gauges, and a reading above zero signals economic expansion. The index for pending home sales increased 20.5% on a year-over-year basis in August, up from 15.4% in July.

The 10-year Treasury rate decreased from 0.72% in August to 0.69% in September. The short-term 90-day T-bill rate decreased from 0.11% in August to 0.10% at the end of September. The rate on the 2-year Treasury note was 0.13% at the end of September, down from the August rate of 0.14%.

#### **INVESTMENT INTEREST YIELDS AND FORECAST**

The current gross and net year-to-date yields for fiscal year 2020/2021 are 1.14% and 1.08% for OCIP and 1.12% and 1.06% for OCEIP. The current gross and net yields forecast for fiscal year 2020/2021 for both OCIP and OCEIP are 0.86% and 0.80% respectively.

#### **APPORTIONMENT OF COMMINGLED POOL INTEREST EARNINGS**

Monthly, the County Treasurer apportions the accrued interest earnings. As of the first business day of the following month accrued, but unpaid, interest earnings are added to pool participants' average balances in determining a participant's relative share of the pool's monthly earnings. The actual cash distribution for July 2020, August 2020 and September 2020 interest apportionments are expected to be paid in October 2020, November 2020 and December 2020 respectively. The investment administrative fee for fiscal year 2020/2021 is estimated at 5.9 basis points.

#### **TEMPORARY TRANSFERS**

The County Treasurer, as required by Constitution Article XVI, Section 6, and per the Board of Supervisor's Resolution 15-016, is authorized to make temporary transfers to school districts to address their short-term cash flow needs. The loans are secured by tax receipts to be received by the County Treasurer, as the banker for the school districts. Temporary transfers from the OCEIP total \$40 million and will be repaid by January 29, 2021.

#### **PORTFOLIO HOLDINGS OF DEBT ISSUED BY POOL PARTICIPANTS**

Under guidelines outlined in the current IPS, the County Treasurer may invest in "AA" or above rated securities issued by municipalities. Municipal debt issued by the County of Orange is exempt from this credit rating requirement. The Investment Pools may invest no more than 5% of individual pool assets in any one issuer, with the exception of the County of Orange which has a 10% limit. The Investment Pools have a total market value of \$347.9 million in County of Orange debt, which represents approximately 3.5% of total pooled assets. Prior to purchasing any pool participant debt, a standardized credit analysis is performed.

#### **COMPLIANCE SUMMARY**

The investment portfolios had no IPS compliance exceptions in the month of September, 2020. On September 8, 2020, the Auditor-Controller issued their report on Compliance Monitoring of the Treasurer's Investment Portfolio for the Quarter Ended June 30, 2020 that stated that no instances of noncompliance were identified.

#### **CREDIT UPDATE**

During August, there were no changes to the Treasurer's Approved Issuer List. An ongoing credit analysis of all issuers owned is reviewed on a daily, monthly, quarterly and annual basis.

I certify that this report includes all pooled and non-pooled investments as of September 30, 2020 and is in conformity with all State laws and the IPS approved by the Board of Supervisors on November 19, 2019. The investments herein shown provide adequate liquidity to meet the next six months of projected cash flow requirements. I am available if you have any questions on this Investment Report at (714) 834-7625.

Enclosures

cc: Distribution List

**ORANGE COUNTY TREASURER-TAX COLLECTOR**

**SUMMARY OF INVESTMENT DATA**

**INVESTMENT TRENDS**

	SEPTEMBER 2020	AUGUST 2020	INCREASE (DECREASE)	NET CHANGE %	SEPTEMBER 2019	INCREASE (DECREASE)	NET CHANGE %
<b><u>Orange County Investment Pool (OCIP)</u></b>							
End Of Month Market Value <sup>1,2</sup>	\$ 4,689,745,867	\$ 4,613,411,344	\$ 76,334,523	1.65%	\$ 3,907,560,407	\$ 782,185,460	20.017%
End Of Month Book Value <sup>2</sup>	\$ 4,656,800,459	\$ 4,578,353,288	\$ 78,447,171	1.71%	\$ 3,889,613,364	\$ 767,187,095	19.724%
Monthly Average Balance <sup>2</sup>	\$ 4,583,371,934	\$ 4,495,020,558	\$ 88,351,376	1.97%	\$ 3,830,516,786	\$ 752,855,148	19.654%
Year-To-Date Average Balance <sup>2</sup>	\$ 4,636,496,795	\$ 4,663,059,226	\$ (26,562,431)	-0.57%	\$ 3,900,667,445	\$ 735,829,350	18.864%
Monthly Accrued Earnings <sup>3</sup>	\$ 3,997,568	\$ 4,371,738	\$ (374,170)	-8.56%	\$ 7,286,381	\$ (3,288,813)	-45.136%
Monthly Net Yield <sup>3</sup>	1.001%	1.085%	-0.084%	-7.742%	2.236%	-1.235%	-55.233%
Year-To-Date Net Yield <sup>3</sup>	1.085%	1.125%	-0.040%	-3.597%	2.253%	-1.168%	-51.832%
Annual Estimated Gross Yield <sup>3,4</sup>	0.860%	0.860%	0.000%	0.000%	1.868%	-1.008%	-53.961%
Weighted Average Maturity (WAM) <sup>5</sup>	257	267	(10)	-3.62%	329	(72)	-21.884%
<b><u>Orange County Educational Investment Pool (OCEIP)</u></b>							
End Of Month Market Value <sup>1</sup>	\$ 5,226,135,929	\$ 5,063,143,713	\$ 162,992,216	3.22%	\$ 4,835,549,453	\$ 390,586,476	8.077%
End Of Month Book Value	\$ 5,188,963,199	\$ 5,024,474,145	\$ 164,489,054	3.27%	\$ 4,813,752,498	\$ 375,210,701	7.795%
Monthly Average Balance	\$ 5,215,711,729	\$ 5,155,840,216	\$ 59,871,513	1.16%	\$ 4,834,630,093	\$ 381,081,636	7.882%
Year-To-Date Average Balance	\$ 5,185,567,348	\$ 5,170,495,159	\$ 15,072,190	0.29%	\$ 5,102,886,498	\$ 82,680,850	1.620%
Monthly Accrued Earnings <sup>3</sup>	\$ 4,752,319	\$ 4,899,319	\$ (147,000)	-3.00%	\$ 9,232,868	\$ (4,480,549)	-48.528%
Monthly Net Yield <sup>3</sup>	1.043%	1.055%	-0.012%	-1.137%	2.219%	-1.176%	-52.997%
Year-To-Date Net Yield <sup>3</sup>	1.063%	1.073%	-0.010%	-0.915%	2.245%	-1.182%	-52.643%
Annual Estimated Gross Yield <sup>3,4</sup>	0.860%	0.860%	0.000%	0.000%	1.928%	-1.068%	-55.396%
Weighted Average Maturity (WAM) <sup>5</sup>	260	268	(8)	-3.02%	325	(65)	-20.000%

<sup>1</sup> Market values provided by Bloomberg and Northern Trust.

<sup>2</sup> The OCIP End of Month Market Values, End of Month Book Values, Monthly Average Balances and Year-to-Date Average Balance were higher than the prior year due to slightly higher property tax receipts and the receipt of the \$554 million CARES Act funds from the Federal Government in March 2020.

<sup>3</sup> The OCIP and OCEIP Monthly Accrued Earnings, Monthly Net Yield, Year-To-Date Net Yield and Annual Estimated Gross Yield were lower than the prior year primarily due to the five Federal Reserve short-term rate cuts totaling 2.25% since June 2019.

<sup>4</sup> The OCIP and OCEIP Annual Estimated Gross Yields for September 2019 are reported at the actual annual adjusted gross yields for FY 19-20.

<sup>5</sup> In September 2020, OCIP and OCEIP Weighted Average Maturity (WAM) declined from the prior year primarily due to the investment strategy put in place in March 2020 to increase liquidity in the pooled funds.

**ORANGE COUNTY TREASURER-TAX COLLECTOR**  
**INVESTMENT POOL STATISTICS**  
 FOR THE MONTH AND QUARTER ENDED: September 30, 2020

**INVESTMENT STATISTICS - By Investment Pool**

DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Daily Yield as of 9/30/2020	MONTHLY Gross Yield	QUARTER Gross Yield	Current NAV
Orange County Investment Pool (OCIP)	MARKET Value \$ 4,689,745,867	257	1.030%	1.060%	1.144%	1.0071
	COST (Capital) \$ 4,655,111,168					
	MONTHLY AVG Balance \$ 4,583,371,934					
	QUARTERLY AVG Balance \$ 4,636,496,795					
	BOOK Value \$ 4,656,800,459					
Orange County Educational Investment Pool (OCEIP)	MARKET Value \$ 5,226,135,929	260	1.038%	1.102%	1.122%	1.0072
	COST (Capital) \$ 5,187,059,054					
	MONTHLY AVG Balance \$ 5,215,711,729					
	QUARTERLY AVG Balance \$ 5,185,567,348					
	BOOK Value \$ 5,188,963,199					

**INVESTMENT STATISTICS - Non-Pooled Investments <sup>(1)</sup>**

DESCRIPTION	CURRENT BALANCE	INVESTMENT BALANCES AT COST
Specific Investment		
Funds:	MARKET Value \$ 113,884,317	John Wayne Airport Investment Fund 53,304,536
283, FVSD, CCCD	COST (Capital) \$ 109,868,843	Fountain Valley School District Fund 40 34,680,246
	MONTHLY AVG Balance \$ 109,825,373	CCCD Series 2017E Bonds 21,884,061
	QUARTERLY AVG Balance \$ 109,705,875	
	BOOK Value \$ 109,523,858	
		\$ 109,868,843

**MONTH END TOTALS**

INVESTMENTS & CASH		INVESTMENTS & CASH	
<b>COUNTY MONEY MARKET FUND (OCMMF)</b>			
County Money Market Fund	\$ 590,566,720	OCIP	\$ 4,663,760,734
County Cash & Cash Equivalent	8,649,566	OCEIP	5,194,891,902
<b>EXTENDED FUND</b>	8,650,013,818	Specific Investment Funds	109,868,843
<b>EDUCATIONAL MONEY MARKET FUND (OCEMMF)</b>		Non-Pooled Cash & Cash Equivalent	23,564,887
Educational Money Market Fund	601,589,684		
Educational Cash & Cash Equivalent	7,832,848		
<b>NON-POOLED INVESTMENTS</b>			
Non-Pooled Investments @ Cost	109,868,843		
Non-Pooled Cash & Cash Equivalent	23,564,887		
	\$ 9,992,086,366		\$ 9,992,086,366

**KEY POOL STATISTICS**

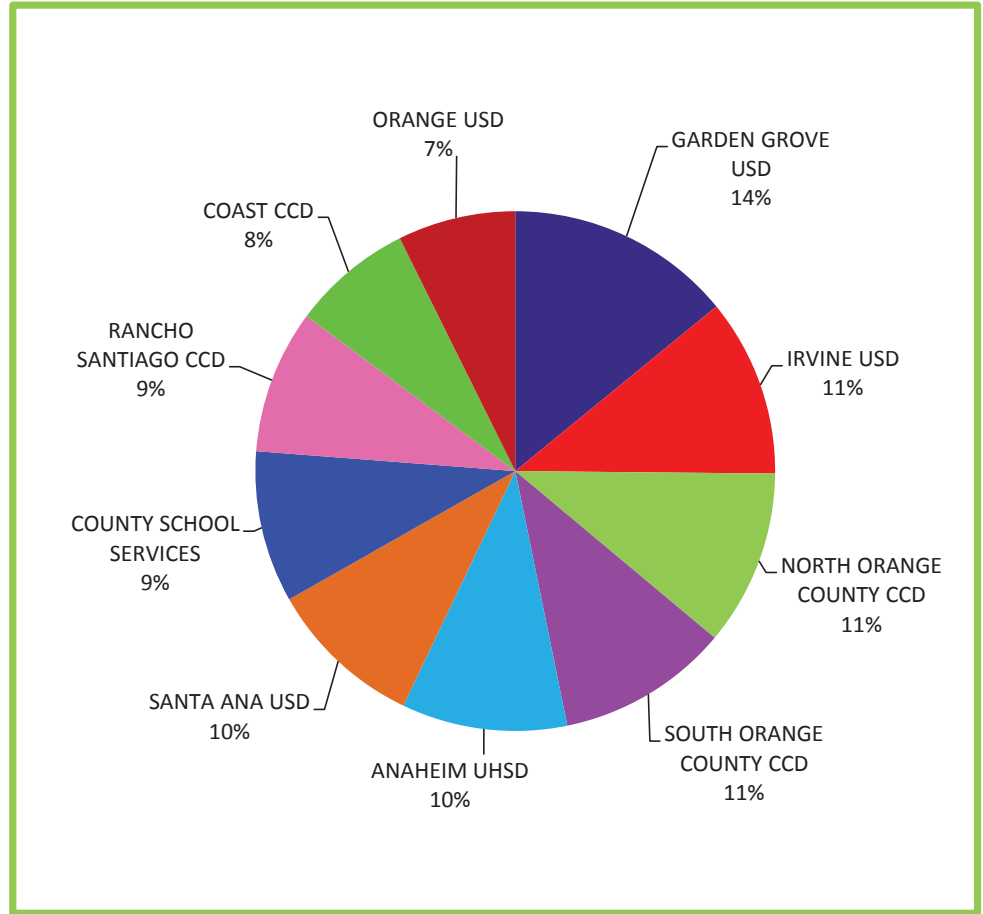
INTEREST RATE YIELD		WEIGHTED AVERAGE MATURITY (WAM)	
JOHN WAYNE AIRPORT - MONTHLY GROSS YIELD	0.194%	OCIP	257
OCIP - YTD NET YIELD	1.085%	OCEIP	260
OCEIP - YTD NET YIELD	1.063%	JOHN WAYNE AIRPORT	80
90-DAY T-BILL YIELD - MONTHLY AVERAGE	0.100%	LGIP (Standard & Poors)	44

(1) Specific non-pooled investments are reported in compliance with Government Code Section 53646 (b)(1). Detailed descriptions are included in the inventory listing.

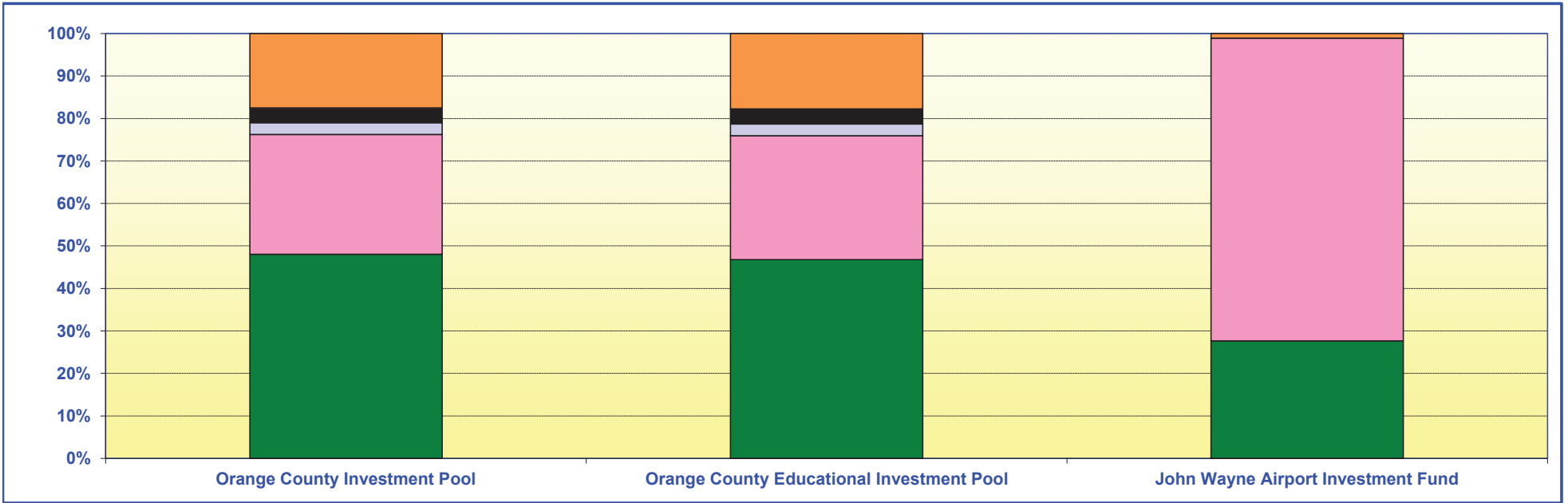
**ORANGE COUNTY EDUCATIONAL INVESTMENT POOL  
TOP TEN POOL PARTICIPANTS  
AS OF SEPTEMBER 30, 2020**

DISTRICT #	SCHOOL DISTRICT	BALANCE <sup>(1)</sup>
72	GARDEN GROVE USD	\$ 469,443,555 (1)
75	IRVINE USD	368,945,624 (1)
88	NORTH ORANGE COUNTY CCD	364,435,156 (1)
96	SOUTH ORANGE COUNTY CCD	356,780,565
64	ANAHEIM UHSD	343,291,103 (1)
84	SANTA ANA USD	323,346,613 (1)
94	COUNTY SCHOOL SERVICES	314,523,688
92	RANCHO SANTIAGO CCD	298,318,595 (1)
90	COAST CCD	250,070,497 (1)
80	ORANGE USD	244,294,912 (1)
<b>TOTAL</b>		<b>\$ 3,333,450,308</b>

(1) BALANCES INCLUDE GENERAL OBLIGATION BOND PROCEEDS



**ORANGE COUNTY TREASURER - TAX COLLECTOR**  
**BY INVESTMENT TYPE AT MARKET VALUE - By Percentage Holdings**  
**September 30, 2020**



Orange County Investment Pool		
	In Thousands	%
U. S. GOVERNMENT AGENCIES	\$ 2,237,238	47.70%
U. S. TREASURIES	1,313,435	28.01%
MEDIUM-TERM NOTES	126,161	2.69%
MUNICIPAL DEBT	163,484	3.49%
MONEY MARKET MUTUAL FUNDS	814,784	17.37%
LOCAL AGENCY INVESTMENT FUND	34,644	0.74%
	<u>\$ 4,689,746</u>	<u>100.00%</u>

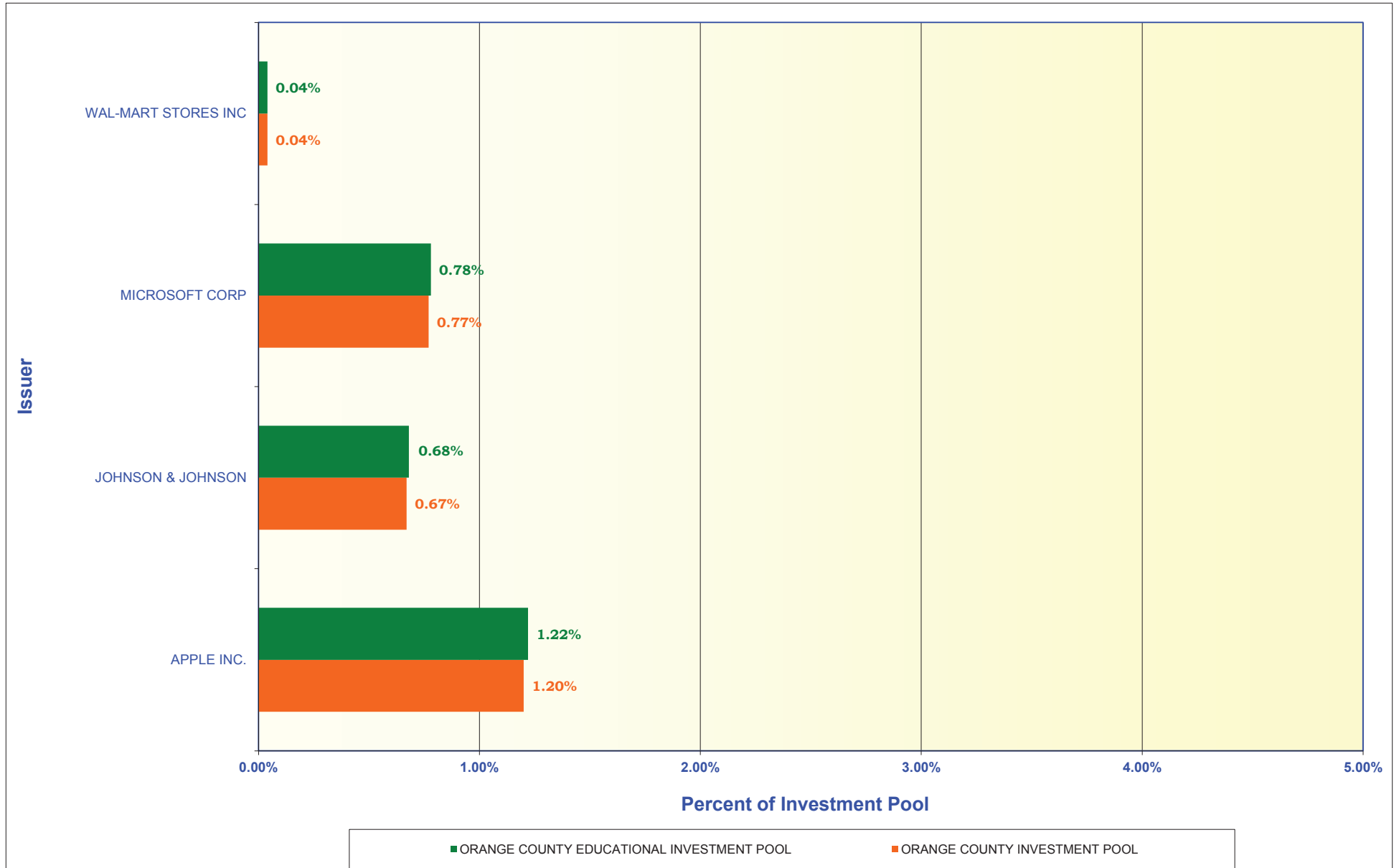
Orange County Educational Investment Pool		
	In Thousands	%
U. S. GOVERNMENT AGENCIES	\$ 2,427,568	46.45%
U. S. TREASURIES	1,512,524	28.94%
MEDIUM-TERM NOTES	142,330	2.72%
MUNICIPAL DEBT	184,437	3.53%
MONEY MARKET MUTUAL FUNDS	920,193	17.61%
LOCAL AGENCY INVESTMENT FUND	39,084	0.75%
	<u>\$ 5,226,136</u>	<u>100.00%</u>

John Wayne Airport Investment Fund		
	In Thousands	%
U. S. GOVERNMENT AGENCIES	\$ 14,742	27.65%
U. S. TREASURIES	\$ 37,992	71.25%
MONEY MARKET MUTUAL FUNDS	\$ 590	1.10%
	<u>\$ 53,324</u>	<u>100.00%</u>

4.4(9)



**ORANGE COUNTY TREASURER - TAX COLLECTOR**  
**MEDIUM-TERM NOTES**  
**ISSUER CONCENTRATION-By Investment Pool**  
 September 30, 2020



4.4(10)

**ORANGE COUNTY TREASURER-TAX COLLECTOR**

**APPROVED ISSUER LIST - OCIP, OCEIP, and JWA**

September 30, 2020

ISSUER	S/T RATINGS			L/T RATINGS		
	S&P	Moody's	Fitch	S&P	Moody's	Fitch
<b>U.S. TREASURY SECURITIES</b>						
U.S. GOVERNMENT*	A-1+	P-1	F1+	AA+	Aaa	AAA
<b>U.S. GOVERNMENT AGENCY SECURITIES*</b>						
FEDERAL NATIONAL MORTGAGE ASSOCIATION	A-1+	P-1	F1+	AA+	Aaa	AAA
FEDERAL HOME LOAN MORTGAGE CORPORATION	A-1+	P-1	F1+	AA+	Aaa	AAA
FEDERAL HOME LOAN BANKS	A-1+	P-1	NR	AA+	Aaa	NR
FEDERAL FARM CREDIT BANKS	A-1+	P-1	F1+	AA+	Aaa	AAA
<b>MEDIUM-TERM NOTES</b>						
APPLE INC	A-1+	P-1	NR	AA+	Aa1	NR
MICROSOFT CORPORATION	A-1+	P-1	F1+	AAA	Aaa	AA+
<b>ISSUERS ON HOLD</b>						
JOHNSON & JOHNSON (SEPTEMBER, 2019)**	A-1+	P-1	F1+	AAA	Aaa	AAA
WALMART INC (JULY, 2018)***	A-1+	P-1	F1+	AA	Aa2	AA
<b>MUNICIPAL BONDS</b>						
COUNTY OF ORANGE TAXABLE PENSION OBLIGATION BONDS, 2020 SERIES A	NR	NR	NR	NR	NR	NR
<b>STATE POOL - LOCAL AGENCY INVESTMENT FUND</b>						
LOCAL AGENCY INVESTMENT FUND	NR	NR	NR	NR	NR	NR
<b>MONEY MARKET MUTUAL FUNDS ****</b>						
<b>NAME OF FUND</b>	<b>S &amp; P</b>	<b>Moody's</b>	<b>Fitch</b>			
INVESCO GOVERNMENT & AGENCY SHORT-TERM INVESTMENTS TRUST (AIM)	AAAm	Aaa-mf	AAAmf			
GOLDMAN SACHS FINANCIAL SQUARE GOVT FUND	AAAm	Aaa-mf	NR			
MORGAN STANLEY INSTITUTIONAL LIQUIDITY FUNDS - GOVT	AAAm	Aaa-mf	NR			
NORTHERN INSTITUTIONAL TREASURY PORTFOLIO	AAAm	NR	NR			

\* Fitch changed its Outlook from Stable to Negative, but affirmed their L/T issuer rating at AAA on July 31, 2020.

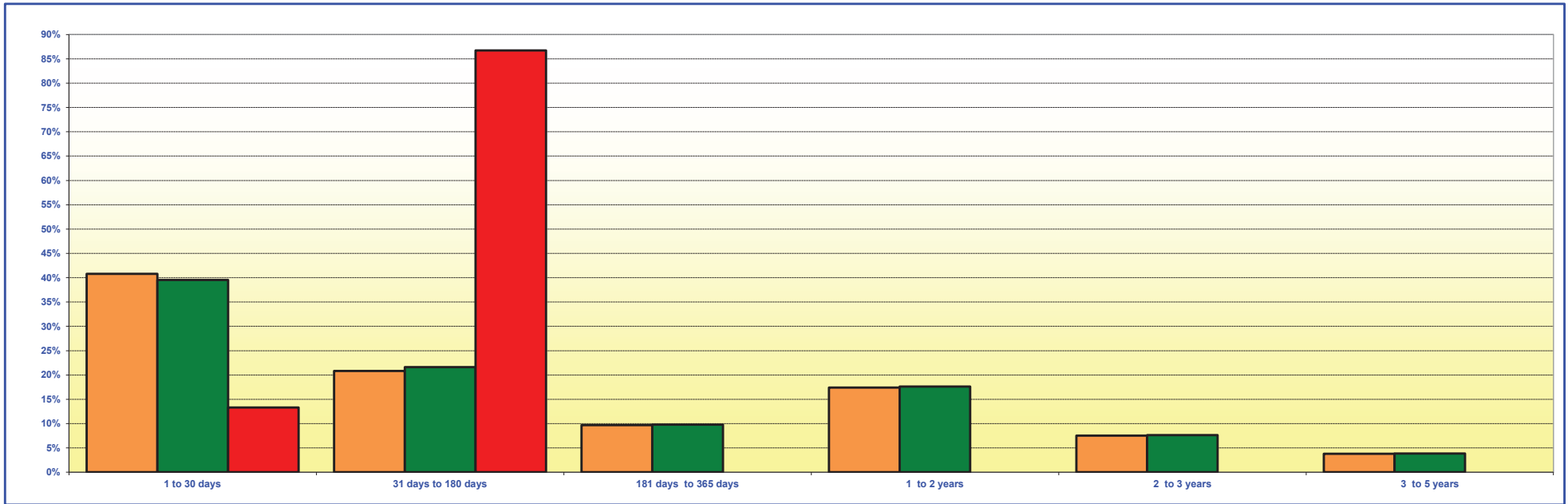
\*\* Moody's placed its L/T issuer credit rating on Negative Outlook on August 28, 2019.

\*\*\* S&P changed its Outlook from Negative back to Stable on June 10, 2019.

\*\*\*\* All money market funds are institutional money market funds investing in debt issued or guaranteed by the U.S. Government and its Agencies.

**ORANGE COUNTY TREASURER - TAX COLLECTOR  
MATURITIES DISTRIBUTION**

**September 30, 2020**



<b>ORANGE COUNTY INVESTMENT POOL</b>			
	In Thousands <sup>(1)(2)</sup>		%
1 TO 30 DAYS	\$	1,898,859	40.78%
31 TO 180 DAYS		969,440	20.82%
181 TO 365 DAYS		449,979	9.66%
1 YEAR TO 2 YEARS		810,995	17.42%
2 YEARS TO 3 YEARS		350,469	7.53%
3 YEARS TO 5 YEARS		176,257	3.79%
<b>TOTAL</b>	<b>\$</b>	<b>4,655,999</b>	<b>100.00%</b>

<b>ORANGE COUNTY EDUCATIONAL INVESTMENT POOL</b>			
	In Thousands <sup>(1)(2)</sup>		%
1 TO 30 DAYS	\$	2,050,887	39.53%
31 TO 180 DAYS		1,120,356	21.59%
181 TO 365 DAYS		507,649	9.79%
1 YEAR TO 2 YEARS		914,934	17.64%
2 YEARS TO 3 YEARS		395,386	7.62%
3 YEARS TO 5 YEARS		198,848	3.83%
<b>TOTAL</b>	<b>\$</b>	<b>5,188,060</b>	<b>100.00%</b>

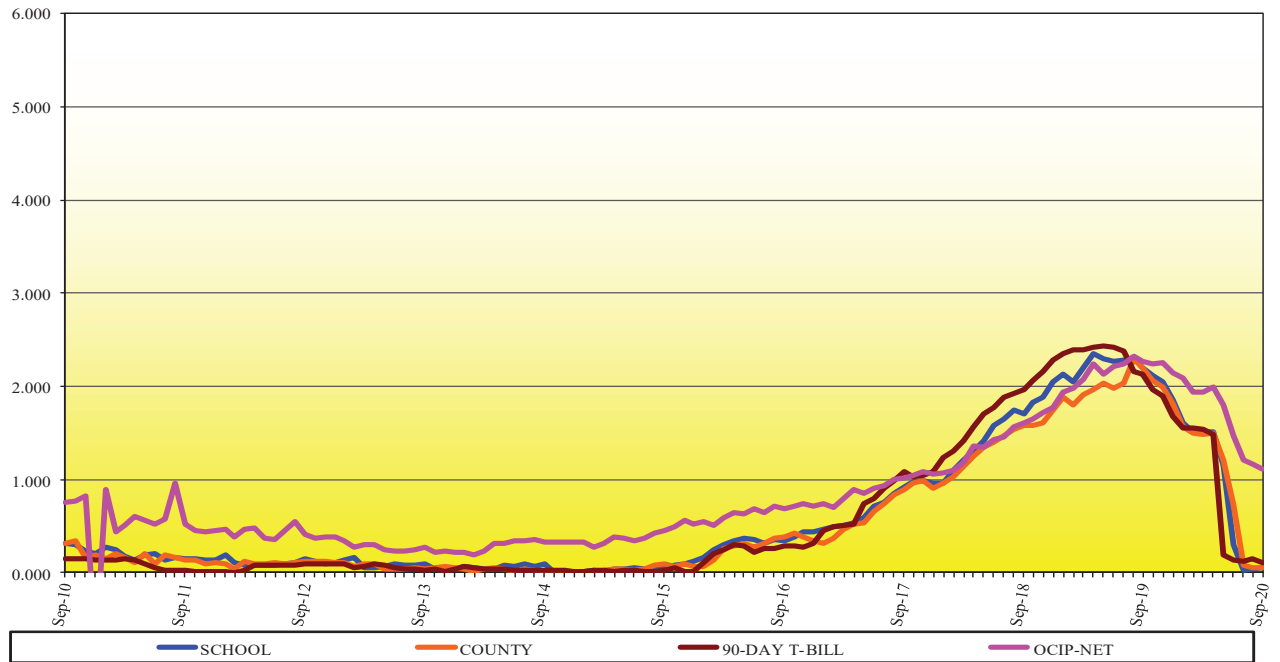
<b>JOHN WAYNE AIRPORT INVESTMENT FUND</b>			
	In Thousands <sup>(1)(2)</sup>		%
1 TO 30 DAYS	\$	7,089	13.29%
31 TO 180 DAYS		46,245	86.71%
181 TO 365 DAYS		-	0.00%
<b>TOTAL</b>	<b>\$</b>	<b>53,334</b>	<b>100.00%</b>
		0	

(1) Maturity limits are calculated using face value.

(2) Floating Rate Notes are deemed to have a maturity date equal to their next interest reset date. At 09/30/2020, Floating Rate Notes comprise 0.17%, 0.18%, and 0.00% of the Orange County Investment Pool, Orange County Educational Investment Pool, and JWA Investment Fund respectively.

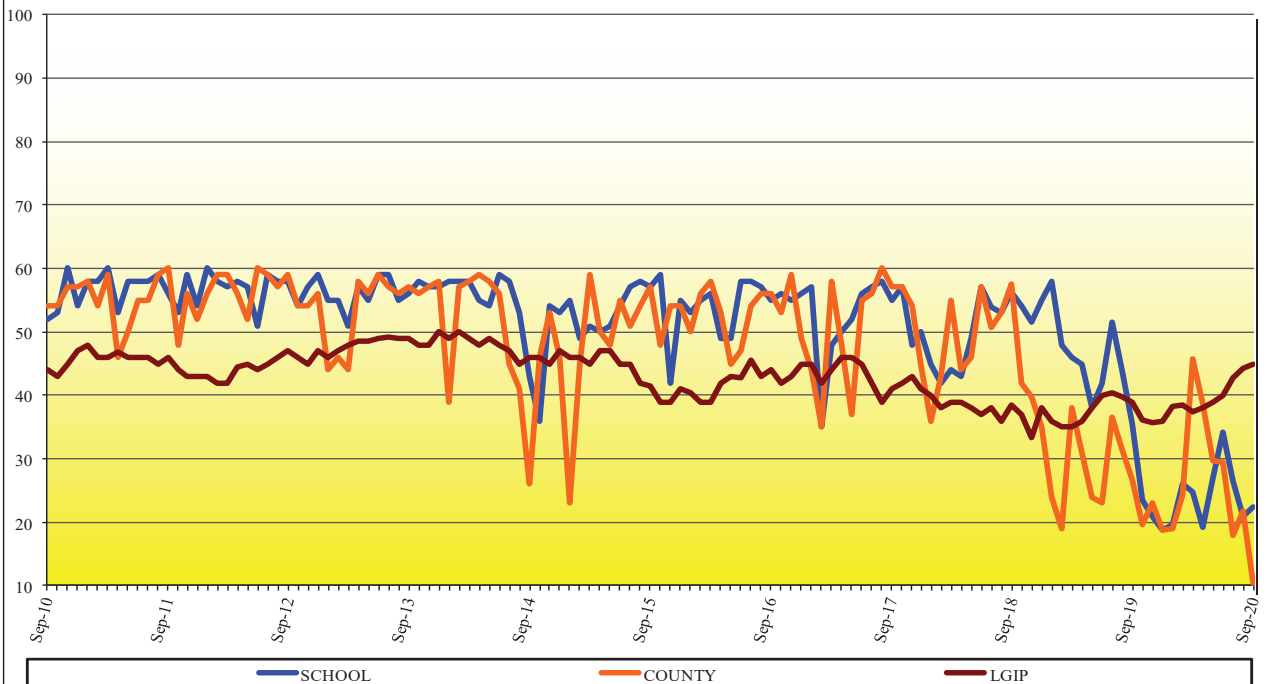
### ORANGE COUNTY MONEY MARKET POOLS vs SELECTED MONEY MARKET YIELDS (INTEREST RATE YIELD)

For The Period September 2010 to September 2020



### ORANGE COUNTY MONEY MARKET POOLS vs SELECTED AVERAGES WEIGHTED AVERAGE MATURITY (WAM)

For The Period September 2010 to September 2020



4.4(13)

•For the Month Ended September 30, 2020, S&P LGIP – .15; S&P LGIP WAM – 44.25; 90-Day T-Bill – 0.10%; OCIP – Net – 1.500%

**ORANGE COUNTY TREASURER-TAX COLLECTOR**

**INVESTMENT POOL YIELDS**

July 1, 2020 - June 30, 2021

PERIOD ENDING - MONTH / YEAR	MONTH END MARKET VALUE	EARNINGS FOR MONTH	GROSS AVERAGE YIELD FOR MONTH	MONTH END WAM
<i>Current Month September 2020</i>				
OCMMF	\$ 590,575,543	\$ 26,769	0.062%	18
OCEMMF	\$ 601,602,920	\$ 34,416	0.075%	16
Extended Fund	\$ 8,723,703,333	\$ 8,688,702	1.213%	292
<i>August 2020</i>				
OCMMF	\$ 524,647,033	\$ 29,076	0.076%	14
OCEMMF	\$ 556,943,376	\$ 55,712	0.095%	17
Extended Fund	\$ 8,594,964,648	\$ 9,186,269	1.270%	299
<i>July 2020</i>				
OCMMF	\$ 449,257,628	\$ 41,168	0.116%	10
OCEMMF	\$ 790,294,575	\$ 75,831	0.112%	23
Extended Fund	\$ 8,605,695,403	\$ 9,987,925	1.337%	312
<i>June 2020</i>				
OCMMF	\$ 461,349,101	\$ 44,393	0.123%	22
OCEMMF	\$ 866,278,092	\$ 68,468	0.103%	21
Extended Fund	\$ 8,872,386,119	\$ 10,477,600	1.401%	316
<i>May 2020</i>				
OCMMF	\$ 436,729,474	\$ 88,417	0.152%	18
OCEMMF	\$ 846,509,765	\$ 49,734	0.091%	26
Extended Fund	\$ 9,502,122,319	\$ 11,800,694	1.433%	306
<i>April 2020</i>				
OCMMF	\$ 908,870,759	\$ 869,941	0.786%	29
OCEMMF	\$ 657,310,290	\$ 175,449	0.362%	34
Extended Fund	\$ 10,056,392,307	\$ 12,982,264	1.688%	300
<i>March 2020</i>				
OCMMF	\$ 1,420,105,093	\$ 1,281,232	1.278%	30
OCEMMF	\$ 618,980,965	\$ 476,770	1.217%	27
Extended Fund	\$ 8,123,550,157	\$ 14,066,515	2.022%	398
<i>February 2020</i>				
OCMMF	\$ 1,153,441,598	\$ 1,217,632	1.559%	39
OCEMMF	\$ 570,684,000	\$ 791,560	1.582%	19
Extended Fund	\$ 8,337,429,543	\$ 14,325,832	2.158%	383
<i>January 2020</i>				
OCMMF	\$ 920,091,028	\$ 1,340,951	1.554%	46
OCEMMF	\$ 667,603,769	\$ 1,047,949	1.576%	25
Extended Fund	\$ 8,604,826,998	\$ 15,258,645	2.091%	339
<i>December 2019</i>				
OCMMF	\$ 1,335,660,236	\$ 1,931,330	1.567%	24
OCEMMF	\$ 1,019,495,419	\$ 1,014,175	1.578%	26
Extended Fund	\$ 8,835,394,399	\$ 15,281,844	2.113%	289
<i>November 2019</i>				
OCMMF	\$ 1,058,524,497	\$ 1,571,033	1.636%	19
OCEMMF	\$ 779,269,728	\$ 1,132,587	1.668%	20
Extended Fund	\$ 7,322,285,820	\$ 13,233,729	2.285%	351
<i>October 2019</i>				
OCMMF	\$ 1,301,652,647	\$ 1,488,272	1.878%	19
OCEMMF	\$ 708,932,611	\$ 1,428,622	1.920%	19
Extended Fund	\$ 6,901,735,677	\$ 13,257,176	2.304%	391
<b>Fiscal Year July 1, 2020 - June 30, 2021</b>				
	<b>Average Month End Market Value Balance</b>	<b>YTD Interest Income</b>	<b>YTD Gross Yield</b>	<b>YTD Average</b>
<b>OCIP</b>	\$ 4,611,278,541	\$ 13,394,713	1.144%	269
<b>OCEIP</b>	\$ 5,201,282,946	\$ 14,731,156	1.122%	266

**ORANGE COUNTY TREASURER-TAX COLLECTOR  
CASH AVAILABILITY PROJECTION  
FOR THE SIX MONTHS ENDING MARCH 31, 2021**

Government Code Section 53646 (b) (3), effective on January 1, 1996, requires the Treasurer-Tax Collector to include a statement in the investment report, denoting the ability of the Orange County Investment Pool (OCIP) and the Orange County Educational Investment Pool (OCEIP) to meet their expenditure requirements for the next six months.

The OCIP and OCEIP consist of funds in the treasury deposited by various entities required to do so by statute, as well as those entities voluntarily depositing monies in accordance with Government Code Section 53684.

The Treasurer-Tax Collector is required to disburse monies placed in the treasury as directed by the Auditor-Controller and the Department of Education, except for the making of legal investments, to the extent funds are transferred to one or more clearing funds in accordance with Government Code Section 29808.

The Treasurer-Tax Collector, in her projection of cash availability to disburse funds as directed by the Auditor-Controller and the Department of Education, is primarily relying on historical trends involving deposits and withdrawals and known future cash flows. No representation is made as to an individual depositor's ability to meet their anticipated expenditures with anticipated revenues.

The Cash Availability Projection for the six months ending March 31, 2021, indicates the ability of the pools to meet projected cash flow requirements. However, there will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected and those differences may be material.

<b>ORANGE COUNTY INVESTMENT POOL</b>				
Month	Investment Maturities	Projected Deposits	Projected Disbursements	Cumulative Available Cash
September 2020 - Ending Cash				\$ 8,649,566
October	\$ 1,146,196,386	\$ 1,017,163,712	\$ 587,290,284	1,584,719,380
November	411,590,810	1,363,410,002	848,857,111	2,510,863,081
December	175,860,932	2,535,235,372	1,279,300,802	3,942,658,583
January	163,375,145	537,474,697	799,048,884	3,844,459,541
February	140,489,853	529,107,256	477,976,611	4,036,080,039
March	114,271,288	1,166,772,368	1,047,854,458	4,269,269,237

<b>ORANGE COUNTY EDUCATIONAL INVESTMENT POOL</b>				
Month	Investment Maturities	Projected Deposits	Projected Disbursements	Cumulative Available Cash
September 2020 - Ending Cash				\$ 7,832,848
October	\$ 1,205,525,546	\$ 335,353,787	\$ 483,961,212	1,064,750,969
November	491,010,988	469,445,378	1,090,581,137	934,626,198
December	198,399,828	465,504,681	534,839,599	1,063,691,108
January	184,313,822	372,367,355	751,598,295	868,773,990
February	158,495,479	157,669,425	750,233,230	434,705,664
March	128,916,659	1,058,247,218	1,008,781,828	613,087,713

**ORANGE COUNTY TREASURER-TAX COLLECTOR**  
**STATEMENT OF ACCOUNTABILITY**  
**For the Month and Quarter Ended September 30, 2020**

	<u>Month</u>	<u>Quarter</u>
<b>Treasurer's Accountability at the Beginning of the Period:</b>	<b>\$ 9,765,987,118</b>	<b>\$ 10,271,573,246</b>
<b>Cash Receipts:</b>		
County	835,002,791	1,841,475,401
School and Community College Districts	1,250,360,029	2,300,397,977
<b>Total Cash Receipts</b>	<u>2,085,362,820</u>	<u>4,141,873,378</u>
<b>Cash Disbursements:</b>		
County	774,547,210	2,146,591,764
School and Community College Districts	1,080,337,948	2,275,774,901
<b>Total Cash Disbursements</b>	<u>1,854,885,158</u>	<u>4,422,366,665</u>
<b>Net Change in Cost Value of Pooled Assets</b>	<u>230,477,662</u>	<u>(280,493,287)</u>
<b>Net Increase in Non-Pooled Investments</b>	79,528	398,633
<b>Net (Decrease) Increase in Non-Pooled Cash</b>	<u>(4,457,942)</u>	<u>607,774</u>
<b>Treasurer's Accountability at the End of the Period:</b>	<b><u>\$ 9,992,086,366</u></b>	<b><u>\$ 9,992,086,366</u></b>
<b>Assets in the Treasury at the End of the Period (at Cost Value):</b>		
<b>Pooled Investments:</b>		
Orange County Investment Pool		\$ 4,655,111,168
Orange County Educational Investment Pool		5,187,059,054
<b>Total Pooled Investments</b>		<u>9,842,170,222</u>
<b>Non-Pooled Investments:</b>		
Non-Pooled Investments - John Wayne Airport		53,304,536
Non-Pooled Investments - Fountain Valley School District Fund 40		34,680,246
Non-Pooled Investments - CCCD Series 2017E Bonds		21,884,061
<b>Total Non-Pooled Investments</b>		<u>109,868,843</u>
<b>Cash and Cash Equivalent:</b>		
Cash in banks - County		8,609,323
Cash in banks - Schools		7,832,848
Cash in banks - OC Sheriff		12,578,587
Cash in banks - John Wayne Airport		10,986,300
Cash - Other		40,243
<b>Total Cash</b>		<u>40,047,301</u>
<b>Total Assets in the Treasury at the End of the Period:</b>		<b><u>\$ 9,992,086,366</u></b>



BETTY T. YEE

California State Controller

LOCAL AGENCY INVESTMENT FUND  
REMITTANCE ADVICE

Agency Name	RANCHO SANTIAGO COMM COLL DST
Account Number	75-30-010

As of 10/15/2020, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 09/30/2020.

Earnings Ratio		.00002309407394024
Interest Rate		0.84%
Dollar Day Total	\$	14,900,049.50
Quarter End Principal Balance	\$	162,046.71
Quarterly Interest Earned	\$	344.10





# PMIA/LAIF Performance Report as of 10/07/20



## PMIA Average Monthly Effective Yields<sup>(1)</sup>

Sep	0.685
Aug	0.784
Jul	0.920

## Quarterly Performance Quarter Ended 06/30/20

LAIF Apportionment Rate <sup>(2)</sup> :	1.47
LAIF Earnings Ratio <sup>(2)</sup> :	.00004012766505335
LAIF Fair Value Factor <sup>(1)</sup> :	1.004912795
PMIA Daily <sup>(1)</sup> :	1.08%
PMIA Quarter to Date <sup>(1)</sup> :	1.41%
PMIA Average Life <sup>(1)</sup> :	191

\*Revised 7/21/2020 per State Controller's Office

## Pooled Money Investment Account Monthly Portfolio Composition <sup>(1)</sup> 08/31/20 \$113.8 billion

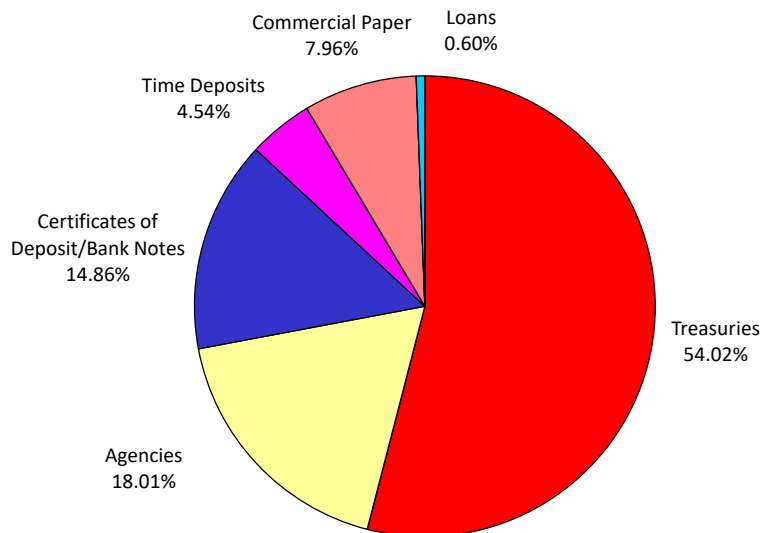


Chart does not include 0.01% of mortgages. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

Source:

<sup>(1)</sup> State of California, Office of the Treasurer

<sup>(2)</sup> State of California, Office of the Controller

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**PARS Post-Employment Benefits Trust**

**Account Report for the Period**  
**9/1/2020 to 9/30/2020**

Peter Hardash  
Vice Chancellor, Business Ops/Fiscal Services  
Rancho Santiago Community College District  
2323 N Broadway, #404-1  
Santa Ana, CA 92706

## Account Summary

Source	Balance as of 9/1/2020	Contributions	Earnings	Expenses	Distributions	Transfers	Balance as of 9/30/2020
OPEB	\$49,395,244.54	\$0.00	-\$987,671.19	\$7,216.07	\$0.00	\$0.00	\$48,400,357.28
<b>Totals</b>	<b>\$49,395,244.54</b>	<b>\$0.00</b>	<b>-\$987,671.19</b>	<b>\$7,216.07</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$48,400,357.28</b>

## Investment Selection

Source	
OPEB	Vanguard Balanced Strategy

## Investment Objective

Source	
OPEB	The Balanced Portfolio invests in Vanguard mutual funds using an asset allocation strategy designed for investors seeking both a reasonable level of income and long-term growth of capital and income.

## Investment Return

Source	1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
				3-Years	5-Years	10-Years	
OPEB	-2.00%	5.27%	9.28%	-	-	-	6/26/2019

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.

Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.

Account balances are inclusive of Trust Administration, Trustee and Investment Management fees

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

To:	Board of Trustees	Date: October 26, 2020
Re:	Adoption of Resolution No. 20-20 – Separate Bank and Investment Accounts	
Action:	Request for Adoption	

**BACKGROUND**

Pursuant to Education Code §84030 and §84040 and in accordance with §58311 of Title 5 of the California Code of Regulations, it is the intent of the Legislature, Board of Governors, and the State Chancellor’s Office to encourage sound fiscal management practices among community college districts to facilitate the most efficient and effective use of monies under district control. To that end, the Board of Governors has recognized districts need to maintain authorized bank accounts for certain types of district/college functions and activities. Accordingly, the governing board of any community college district may, for the purpose of expediting business service transactions and in accordance with sound business practices, establish separate bank accounts.

In addition, the governing board of any community college district may establish clearing accounts for the deposit and subsequent withdrawal of any miscellaneous receipts. All monies in any such account shall be paid into the appropriate county treasury within a reasonable time period. Also, pursuant to Education Code §42800, the governing board of a community college district may establish a revolving cash fund account for the payment of services, material purchases, and supplemental salary payments when it has been determined that an error has been made in calculating or reporting employee payrolls.

**ANALYSIS**

Due to changes in leadership, and in order to adequately safeguard and manage District assets, the District has verified and updated all bank and investment accounts and prepared the attached resolution to establish and maintain these accounts with the most current information as required. The accounts within the attached resolution are the only recognized and authorized District and Foundation accounts. This resolution will be kept on file with the Orange County Auditor-Controller and will be brought to the Board for any updates on a regular basis.

**RECOMMENDATION**

It is recommended the Board of Trustees adopt Resolution No. 20-20, Separate Bank and Investment Accounts as presented.

Fiscal Impact:	Not applicable	Board Date: October 26, 2020
Prepared by:	Adam M. O’Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Adam M. O’Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES**

**Resolution Regarding Separate Bank and Investment Accounts**

**Resolution No. 20-20**

**WHEREAS**, the Board of Trustees finds there is a need to establish and maintain separate bank, investment, clearing and revolving accounts; and,

**WHEREAS**, pursuant to the California Community College Budget and Accounting Manual as authorized by Education Code §84030 and §84040 and in accordance with §58311 of Title 5 of the California Code of Regulations, the Board of Trustees is authorized to establish such accounts; and,

**WHEREAS**, Education Code §42800 requires the governing board to adopt a resolution setting forth the need for a revolving fund and the officers authorized to sign checks from the revolving fund; and,

**WHEREAS**, the Board of Trustees hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of §16429.1 of the Government Code for the purpose of investment as stated therein is in the best interest of the district.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees authorizes a general revolving cash fund in the amount of \$100,000; and,

**BE IT FURTHER RESOLVED** that the Board of Trustees authorizes the deposit and withdrawal of monies in the Local Agency Investment Fund in the State Treasury in accordance with provisions of §16429.1 of the Government Code for the purpose of investment as stated therein; and,

**BE IT FURTHER RESOLVED** that the accounts and custodians/account signers listed are duly authorized and approved.

**Rancho Santiago Community College District**

Bank Name:	<b>Wells Fargo Bank</b>	
Account #:	9600058619	
Account Name:	County of Orange - Department of Education_Accounts Payable	
Purpose of Account:	This is the OCDE commercial checking account used to issue our Accounts Payable checks under Fiscal Accountability.	
Authorized Signatures:	Marvin Martinez	Chancellor
	Adam M. O'Connor	Interim Vice Chancellor (Disbursing Officer)

- 1 Bank Name/Address: **Farmers & Merchants Bank**  
5101 Lakewood Blvd.  
Lakewood, CA 90712  
(562) 602-8378
- Account #: 6073204 and 6073026
- Account Name: Rancho Santiago Community College District Depository Clearing
- Type: Business Checking and Interest Sweep Accounts
- Purpose of Account: Serves as depository clearing account for all cash received for the general, capital outlay projects, child development, student fees, self-insurance and retiree benefit fund and other cash receipts. A check is written to the OC Treasurer to transfer funds to the commingle investment fund.
- Authorized Signatures: Marvin Martinez Chancellor  
Tracie Green Vice Chancellor  
Enrique Perez Vice Chancellor  
Adam M. O'Connor Interim Vice Chancellor
- Signatures Required: 2 live signatures
- 2 Bank Name/Address: **Farmers & Merchants Bank**  
5101 Lakewood Blvd.  
Lakewood, CA 90712  
(562) 602-8378
- Account #: 6073212 and 6073034
- Account Name: Rancho Santiago Community College District - Santiago Canyon College Veterans Payment
- Type: Business Checking and Interest Sweep Accounts
- Purpose of Account: This account was set up for the Department of Veteran Affairs (VA) to deposit payments to our school for the Post 9/11 GI Bill Program for our VA students. Title 31 section 3332 of the United States Code requires all federal payments be made by electronic funds transfer (EFT) and there are no exceptions at this point. An individual checking account was set up for each of the colleges and this account will be reconciled by the Accounting department as well as Cashiering.
- Authorized Signatures: Marvin Martinez Chancellor  
Tracie Green Vice Chancellor  
Enrique Perez Vice Chancellor  
Adam M. O'Connor Interim Vice Chancellor
- Signatures Required: 1 live signature

3 Bank Name/Address: **Farmers & Merchants Bank**  
5101 Lakewood Blvd.  
Lakewood, CA 90712  
(562) 602-8378

Account #: 6073220 and 607342

Account Name: Rancho Santiago Community College District - Santa Ana College  
Veterans Payment

Type: Business Checking and Interest Sweep Accounts

Purpose of Account: This account was set up for the Department of Veteran Affairs (VA) to deposit payments to our school for the Post 9/11 GI Bill Program for our VA students. Title 31 section 3332 of the United States Code requires all federal payments be made by electronic funds transfer (EFT) and there are no exceptions at this point. An individual checking account was set up for each of the colleges and this account will be reconciled by the Accounting department as well as Cashiering.

Authorized Signatures: Marvin Martinez Chancellor  
Tracie Green Vice Chancellor  
Enrique Perez Vice Chancellor  
Adam M. O'Connor Interim Vice Chancellor

Signatures Required: 1 live signature

4 Bank Name/Address: **Farmers & Merchants Bank**  
5101 Lakewood Blvd.  
Lakewood, CA 90712  
(562) 602-8378

Account #: 6073239 and 6073050

Account Name: Santa Ana College - Bookstore

Type: Business Checking and Interest Sweep Accounts

Purpose of Account: Bookstore Fund Income/Expenses.

Authorized Signatures: Marvin Martinez Chancellor  
Enrique Perez Vice Chancellor  
Adam M. O'Connor Interim Vice Chancellor  
Simon B. Hoffman Vice President, Administrative Services

Signatures Required: 1 Facsimile and 1 live signature

5 Bank Name/Address: **Farmers & Merchants Bank**  
5101 Lakewood Blvd.  
Lakewood, CA 90712  
(562) 602-8378

Account #: 6073247 and 6073069

Account Name: Santiago Canyon College - Bookstore

Type: Business Checking and Interest Sweep Accounts  
Purpose of Account: Bookstore Fund Income/Expenses.  
Authorized Signatures: Marvin Martinez Chancellor  
Enrique Perez Vice Chancellor  
Adam M. O'Connor Interim Vice Chancellor  
Arleen Satele Vice President, Administrative Services  
Signatures Required: 1 Facsimile and 1 live signature

6 Bank Name/Address: **Farmers & Merchants Bank**  
5101 Lakewood Blvd.  
Lakewood, CA 90712  
(562) 602-8378  
Account #: 6073271 and 6073077  
Account Name: Santa Ana College - Student Representation Fee Fund  
Type: Business Checking and Interest Sweep Accounts  
Purpose of Account: The Student Representation Fee is used by the Associated Student Government (ASG) to represent the view of students with governmental agencies.  
Authorized Signatures: Marvin Martinez Chancellor  
Enrique Perez Vice Chancellor  
Adam M. O'Connor Interim Vice Chancellor  
Simon B. Hoffman Vice President, Administrative Services  
Signatures Required: 1 live signature

7 Bank Name/Address: **Farmers & Merchants Bank**  
5101 Lakewood Blvd.  
Lakewood, CA 90712  
(562) 602-8378  
Account #: 6073298 and 6073085  
Account Name: Santiago Canyon College - Student Representation Fee Fund  
Type: Business Checking and Interest Sweep Accounts  
Purpose of Account: The Student Representation Fee is used by the Associated Student Government (ASG) to represent the view of students with governmental agencies.  
Authorized Signatures: Marvin Martinez Chancellor  
Enrique Perez Vice Chancellor  
Adam M. O'Connor Interim Vice Chancellor  
Arleen Satele Vice President, Administrative Services  
Signatures Required: 1 live signature

8 Bank Name/Address: **Farmers & Merchants Bank**  
5101 Lakewood Blvd.  
Lakewood, CA 90712  
(562) 602-8378

Account #: 6073301 and 6073093

Account Name: Santa Ana College - Associated Students Fund

Type: Business Checking and Interest Sweep Accounts

Purpose of Account: Associated Student Government Fund Income/Expenses.

Authorized Signatures: Marvin Martinez Chancellor  
Enrique Perez Vice Chancellor  
Adam M. O'Connor Interim Vice Chancellor  
Simon B. Hoffman Vice President, Administrative Services

Signatures Required: 1 Facsimile and 1 live signature

9 Bank Name/Address: **Farmers & Merchants Bank**  
5101 Lakewood Blvd.  
Lakewood, CA 90712  
(562) 602-8378

Account #: 748-009222

Account Name: Santiago Canyon College - Associated Students Fund

Type: Business Checking and Interest Sweep Accounts

Purpose of Account: Associated Student Government Fund Income/Expenses.

Authorized Signatures: Marvin Martinez Chancellor  
Enrique Perez Vice Chancellor  
Adam M. O'Connor Interim Vice Chancellor  
Arleen Satele Vice President, Administrative Services

Signatures Required: 1 Facsimile and 1 live signature

10 Bank Name/Address: **Farmers & Merchants Bank**  
5101 Lakewood Blvd.  
Lakewood, CA 90712  
(562) 602-8378

Account #: 6073336 and 6073115

Account Name: Santa Ana College - Community Education Fund

Type: Business Checking and Interest Sweep Accounts

Purpose of Account: Community Education Fund Income/Expenses.

Authorized Signatures: Marvin Martinez Chancellor  
Enrique Perez Vice Chancellor  
Adam M. O'Connor Interim Vice Chancellor  
Simon B. Hoffman Vice President, Administrative Services

Signatures Required: 1 Facsimile and 1 live signature



11 Bank Name/Address: **Farmers & Merchants Bank**  
5101 Lakewood Blvd.  
Lakewood, CA 90712  
(562) 602-8378

Account #: 6073344 and 6073123  
Account Name: Santiago Canyon College - Community Education Fund  
Type: Business Checking and Interest Sweep Accounts  
Purpose of Account: Community Education Fund Income/Expenses.  
Authorized Signatures: Marvin Martinez Chancellor  
Enrique Perez Vice Chancellor  
Adam M. O'Connor Interim Vice Chancellor  
Arleen Satele Vice President, Administrative Services

Signatures Required: 1 Facsimile and 1 live signature

12 Bank Name/Address: **Farmers & Merchants Bank**  
5101 Lakewood Blvd.  
Lakewood, CA 90712  
(562) 602-8378

Account #: 6073352 and 6073131  
Account Name: Santa Ana College - Diversified Agency Fund  
Type: Business Checking and Interest Sweep Accounts  
Purpose of Account: Serves as a depository for clubs, organizations, and affiliates where the district acts as the fiscal agent for the organizations. The fund includes pass-through activities in which the district collects fees and makes payments on behalf of the students and the organizations.

Authorized Signatures: Marvin Martinez Chancellor  
Enrique Perez Vice Chancellor  
Adam M. O'Connor Interim Vice Chancellor  
Simon B. Hoffman Vice President, Administrative Services

Signatures Required: 1 Facsimile and 1 live signature

13 Bank Name/Address: **Farmers & Merchants Bank**  
5101 Lakewood Blvd.  
Lakewood, CA 90712  
(562) 602-8378

Account #: 6073360 and 6073158  
Account Name: Santiago Canyon College - Diversified Agency Fund  
Type: Business Checking and Interest Sweep Accounts

Purpose of Account: Serves as a depository for clubs, organizations, and affiliates where the district acts as the fiscal agent for the organizations. The fund includes pass-through activities in which the district collects fees and makes payments on behalf of the students and the organizations.

Authorized Signatures: Marvin Martinez Chancellor  
Enrique Perez Vice Chancellor  
Adam M. O'Connor Interim Vice Chancellor  
Arleen Satele Vice President, Administrative Services

Signatures Required: 1 Facsimile and 1 live signature

14 Bank Name/Address: **Farmers & Merchants Bank**

5101 Lakewood Blvd.  
Lakewood, CA 90712  
(562) 602-8378

Account #: 6073379 and 6073166

Account Name: Santa Ana College - Diversified Trust Fund

Type: Business Checking and Interest Sweep Accounts

Purpose of Account: Serves as a depository for Auxiliary sales and commission revenues; entertainment ticket sales, bus pass sales and funding for athletic teams, college and district programs.

Authorized Signatures: Marvin Martinez Chancellor  
Enrique Perez Vice Chancellor  
Adam M. O'Connor Interim Vice Chancellor  
Simon B. Hoffman Vice President, Administrative Services

Signatures Required: 1 Facsimile and 1 live signature

15 Bank Name/Address: **Farmers & Merchants Bank**

5101 Lakewood Blvd.  
Lakewood, CA 90712  
(562) 602-8378

Account #: 6073387 and 6073174

Account Name: Santiago Canyon College - Diversified Trust Fund

Type: Business Checking and Interest Sweep Accounts

Purpose of Account: Serves as a depository for Auxiliary sales and commission revenues; entertainment ticket sales, bus pass sales and funding for athletic teams, college and district programs.

Authorized Signatures: Marvin Martinez Chancellor  
Enrique Perez Vice Chancellor  
Adam M. O'Connor Interim Vice Chancellor  
Arleen Satele Vice President, Administrative Services  
Syed Rizvi Vice President, Student Services

Signatures Required: 1 Facsimile and 1 live signature

16 Bank Name/Address: **Farmers & Merchants Bank**  
5101 Lakewood Blvd.  
Lakewood, CA 90712  
(562) 602-8378

Account #: 6073395 and 6073182  
Account Name: Rancho Santiago Community College District Federal Programs  
Type: Business Checking and Interest Sweep Accounts  
Purpose of Account: Serves as depository for all electronic fund transfers for all federal programs.

Authorized Signatures: Marvin Martinez Chancellor  
Tracie Green Vice Chancellor  
Enrique Perez Vice Chancellor  
Adam M. O'Connor Interim Vice Chancellor

Signatures Required: 2 live signatures

17 Bank Name/Address: **Farmers & Merchants Bank**  
5101 Lakewood Blvd.  
Lakewood, CA 90712  
(562) 602-8378

Account #: 607349 and 6073190  
Account Name: Rancho Santiago Community College District Revolving Funds  
Type: Business Checking and Interest Sweep Accounts  
Purpose of Account: A special \$100,000 fund established to meet the district's emergency cash needs for payroll and other purposes. Replenishment of fund is usually done once a month.

Authorized Signatures: Marvin Martinez Chancellor  
Tracie Green Vice Chancellor  
Enrique Perez Vice Chancellor  
Adam M. O'Connor Interim Vice Chancellor

Signatures Required: 1 live signature

18 Bank Name/Address: **Wells Fargo Bank**  
16550 Bloomfield Ave.  
Cerritos, CA 90703  
(800) 289-3557

Account #: 4123-586257  
Account Name: Rancho Santiago Community College District Alliance of Schools for Cooperative Insurance Program  
Type: Business Checking Account

Purpose of Account: Property and Liability Fund \$25,000 imprest account maintained on our behalf by ASCIP, and used to pay claims.

Authorized Signatures: Fritz Heirich Chief Executive Officer  
 Lynn Truong Senior Director of Finance  
 Jeff Grubbs Chief Operations/Financial Officer

Signatures Required: 1 live signature

19 Bank Name/Address: **Wells Fargo Bank**  
 16550 Bloomfield Ave.  
 Cerritos, CA 90703  
 (503) 886-3341

Account #: 4126026483

Account Name: Rancho Santiago Community College District – CorVel Corp as Agent

Type: Wholesale Checking Account

Purpose of Account: Workers’ Compensation Fund \$10,000 imprest account maintained on our behalf by Corvel Corporation, and used to pay claims.

Authorized Signatures: Brandon O'Brien Chief Financial Officer

Signatures Required: 1 live signature

20 Bank Name/Address: **Wells Fargo Bank**  
 190 River Road  
 Summit, NJ 07901  
 (908) 598-3599

Account #: 4275528156

Account Name: Rancho Santiago Community College District – York Risk Services/ASCIP as Agent

Type: Wholesale Checking Account

Purpose of Account: Workers’ Compensation Fund \$50,000 imprest account maintained on our behalf by York Risk Services/ASCIP, and used to pay claims.

Authorized Signatures: Thomas Warsop Debi Harrington  
 Saswata Mukherjee Angela Brock  
 Elizabeth Ecsy

Signatures Required: 1 live signature

21 Investment Name **Local Agency Investment Fund**  
 State of California  
 State Treasurer's Office

Investment Name PO Box 942809  
 Sacramento, CA 94209-0001  
 (916) 653-3001

Account #: 75-30-010  
Account Name: Rancho Santiago Community College District  
Type: Investment Fund  
Purpose of Account: Retiree Benefit fund (partial) and short term investment pool.  
Authorized Signatures: Marvin Martinez Chancellor  
Adam M. O'Connor Interim Vice Chancellor  
Signatures Required: 2 (typically phone in and must provide password)

**District Foundation Accounts**

22 Bank Name/Address: **Farmers & Merchants Bank**  
5101 Lakewood Blvd.  
Lakewood, CA 90712  
(562) 602-8378  
  
Account #: 6073905  
Account Name: Rancho Santiago Community College District Foundation  
Type: Business Checking  
Purpose of Account: This serves as a depository for all donations received by the District Foundation for fundraising events, programs and grants as well as upcoming investments or sale of investments. Disbursements of expenditures are made for operating expenses and distribution of proceeds of the fundraising events to affiliated Foundations.  
  
Authorized Signatures: Marvin Martinez Chancellor  
Enrique Perez Vice Chancellor  
Adam M. O'Connor Interim Vice Chancellor  
  
Signatures Required: 2 live signatures

**Santa Ana College Foundation Accounts**

23 Bank Name/Address: **Citizens Business Bank**  
2000 E. 4th Street, Suite 100  
Santa Ana, CA 92706  
(714) 967-7222  
  
Account #: 30424670  
Account Name: Santa Ana College Foundation  
Type: Checking Account  
Purpose of Account: Serves as a depository account for all donor contributions and for disbursements for the expenses incurred. Any amount above \$200,000 in any given month gets transferred to interest account # 7006  
  
Authorized Signatures: Christina Romero Foundation Director

Simon B. Hoffman Vice President, Administrative Services  
Vaniethia Hubbard Vice President, Student Services  
Jeffrey Lamb Vice President, Academic Affairs

Signatures Required: 2 live signatures

24 Bank Name/Address: **Citizens Business Bank**  
2000 E. 4th Street, Suite 100  
Santa Ana, CA 92706  
(714) 967-7222

Account #: 7006

Account Name: Santa Ana College Foundation

Type: Interest Account/Sweep Account

Purpose of Account: Excess funds of \$200,000 in checking account #030424670 get transferred to this account for interest purposes.

Authorized Signatures: Christina Romero Foundation Director  
Simon B. Hoffman Vice President, Administrative Services  
Vaniethia Hubbard Vice President, Student Services  
Jeffrey Lamb Vice President, Academic Affairs

Signatures Required: Phone call and password

25 Bank Name/Address: **Payden & Rygel**  
333 South Grand Ave  
Los Angeles, CA 90071  
(213) 625-1900

Manager: Scott Weiner/Erica Levy

Account #: 3417-0467

Account Name: Santa Ana College Foundation/Title V

Type: Investment Account

Purpose of Account: Long Term investment account that holds Title V Endowment Funds. Investment firm follows Foundation Investment Policy.

Authorized Signatures: Simon B. Hoffman Vice President, Administrative Services  
Vaniethia Hubbard Vice President, Student Services  
Christina Romero Foundation Director

Signatures Required: Phone call and password

26 Bank Name/Address: **Payden & Rygel**  
333 South Grand Ave  
Los Angeles, CA 90071  
(213) 625-1900

Manager: Scott Weiner/Erica Levy

Account #: 4761-8718  
 Account Name: Santa Ana College Foundation/Restricted  
 Type: Investment Account  
 Purpose of Account: Long Term investment account that holds Planetarium, Athletic Hall of Fame & Comi Roger Funds. Investment firm follows Foundation Investment Policy.

Authorized Signatures: Simon B. Hoffman Vice President, Administrative Services  
 Vaniethia Hubbard Vice President, Student Services  
 Christina Romero Foundation Director

Signatures Required: Phone call and password

27 Bank Name/Address: **Payden & Rygel**  
 333 South Grand Ave  
 Los Angeles, CA 90071  
 (213) 625-1900

Manager: Scott Weiner/Erica Levy

Account #: 7095-5099  
 Account Name: Santa Ana College Foundation/General Scholarship  
 Type: Investment Account  
 Purpose of Account: Long Term investment account that holds invested and endowed scholarship funds. Investment firm follows Foundation Investment Policy.

Authorized Signatures: Simon B. Hoffman Vice President, Administrative Services  
 Vaniethia Hubbard Vice President, Student Services  
 Christina Romero Foundation Director

Signatures Required: Phone call and password

28 Bank Name/Address: **Payden & Rygel**  
 333 South Grand Ave  
 Los Angeles, CA 90071  
 (213) 625-1900

Manager: Scott Weiner/Erica Levy

Account #: 4855-5996  
 Account Name: Santa Ana College Foundation/Unrestricted  
 Type: Investment Account  
 Purpose of Account: Long Term investment account that holds unrestricted funds inclusive of but not limited to funds raised via President's Circle and Pageant of the Trees. Investment firm follows Foundation

Authorized Signatures: Simon B. Hoffman Vice President, Administrative Services  
 Vaniethia Hubbard Vice President, Student Services

Christina Romero                      Foundation Director  
Signatures Required:              Phone call and password

29    Bank Name/Address:              **Payden & Rygel**  
   333 South Grand Ave  
   Los Angeles, CA 90071  
   (213) 625-1900  
  
Manager:                                Scott Weiner/Erica Levy  
Account #:                              5725-8530  
Account Name:                        Santa Ana College Foundation/Centennial Scholarship Endowment  
Type:                                      Investment Account  
Purpose of Account:                Long Term investment account that holds all endowed scholarship  
   funds established along with the Centennial Scholarship Campaign.  
   Investment firm follows Foundation Investment Policy.  
  
Authorized Signatures:              Simon B. Hoffman                      Vice President, Administrative Services  
   Vaniethia Hubbard                      Vice President, Student Services  
   Christina Romero                      Foundation Director  
  
Signatures Required:              Phone call and password

30    Bank Name/Address:              **Payden & Rygel**  
   333 South Grand Ave  
   Los Angeles, CA 90071  
   (213) 625-1900  
  
Manager:                                Scott Weiner/Erica Levy  
Account #:                              3707-5476  
Account Name:                        Santa Ana College Foundation/Unrestricted Special Projects  
Type:                                      Investment Account  
Purpose of Account:                Long Term investment account that holds unrestricted funds  
   received from the maturing of the RSCCD endowment. These funds  
   are to be used for capacity building/growth. Investment firm follows  
   Foundation Investment Policy.  
  
Authorized Signatures:              Simon B. Hoffman                      Vice President, Administrative Services  
   Vaniethia Hubbard                      Vice President, Student Services  
   Christina Romero                      Foundation Director  
  
Signatures Required:              Phone call and password

31    Bank Name/Address:              **Payden & Rygel**  
   333 South Grand Ave  
   Los Angeles, CA 90071  
   (213) 625-1900  
  
Manager:                                Scott Weiner/Erica Levy



Account #: 7770-5757  
Account Name: Santa Ana College Foundation/Early College Endowment Funds  
Type: Investment Account  
Purpose of Account: Long Term investment account that holds Early College Endowment Funds received from the State Award for Innovation grant. Investment firm follows Foundation Investment Policy.  
Authorized Signatures: Simon B. Hoffman Vice President, Administrative Services  
Vaniethia Hubbard Vice President, Student Services  
Christina Romero Foundation Director  
Signatures Required: Phone call and password

32 Bank Name/Address: **Payden & Rygel**  
333 South Grand Ave  
Los Angeles, CA 90071  
(213) 625-1900  
Manager: Scott Weiner/Erica Levy  
Account #: 4101-6112  
Account Name: Santa Ana College Foundation/Parent Education Program  
Type: Investment Account  
Purpose of Account: Long Term investment account that holds Parent Education Endowment Funds received from the State Award for Innovation grant. Investment firm follows Foundation Investment Policy.  
Authorized Signatures: Simon B. Hoffman Vice President, Administrative Services  
Vaniethia Hubbard Vice President, Student Services  
Christina Romero Foundation Director  
Signatures Required: Phone call and password

33 Bank Name/Address: **Payden & Rygel**  
333 South Grand Ave  
Los Angeles, CA 90071  
(213) 625-1900  
Manager: Scott Weiner/Erica Levy  
Account #: 5871-0867  
Account Name: Santa Ana College Foundation/Innovation Awards Scholarship Fund  
Type: Investment Account  
Purpose of Account: Long Term investment account that holds Innovation Awards Scholarship Funds received from the State Award for Innovation grant. Investment firm follows Foundation Investment Policy.  
Authorized Signatures: Simon B. Hoffman Vice President, Administrative Services  
Vaniethia Hubbard Vice President, Student Services

Signatures Required: Christina Romero Foundation Director  
Phone call and password

34 Bank Name/Address: **Highlands REIT/Computershare Trust Company**  
PO Box 505005  
Louisville, KY 40233-5005  
(844) 421-0533  
Account #: C0000898503  
Account Name: Santa Ana College Foundation  
Type: Investment Account  
Purpose of Account: Investment holdings bequested to the foundation through a legacy gift from the Thomas Beehgly family.  
Authorized Signatures: Christina Romero Foundation Director  
Signatures Required: 1 live signature

35 Bank Name/Address: **InvenTrust Properties**  
PO Box 219845  
Kansas City, MO 64121-9845  
(855) 377-0510  
Account #: 6000052809  
Account Name: Santa Ana College Foundation  
Type: Investment Account - Stock holdings/REITs  
Purpose of Account: Investment holdings bequested to the foundation through a legacy gift from the Thomas Beehgly family.  
Authorized Signatures: Christina Romero Foundation Director  
Signatures Required: 1 live signature

36 Bank Name/Address: **SchoolsFirst Federal Credit Union**  
P. O. Box 11547  
Santa Ana, CA 92711-1547  
(714) 258-4000  
Account #: 66102-01  
Account Name: Santa Ana College Foundation  
Type: Savings/Regular Share Account  
Purpose of Account: Deposited \$5.00 into this account when the checking account was opened. It is the credit union requirement to have this account open at all times.  
Authorized Signatures: Simon B. Hoffman Vice President, Administrative Services  
Vaniethia Hubbard Vice President, Student Services  
Jeffrey Lamb Vice President, Academic Affairs  
Christina Romero Foundation Director  
Signatures Required: Phone call and password

37 Bank Name/Address: **SchoolsFirst Federal Credit Union**  
P. O. Box 11547  
Santa Ana, CA 92711-1547  
(714) 258-4000

Account #: 66102-06  
Account Name: Santa Ana College Foundation  
Type: Liquid Advantage Money Market  
Purpose of Account: To hold General Operating Unrestricted Funds for short-term investment.

Authorized Signatures: Simon B. Hoffman Vice President, Administrative Services  
Vaniethia Hubbard Vice President, Student Services  
Jeffrey Lamb Vice President, Academic Affairs  
Christina Romero Foundation Director

Signatures Required: Phone call and password

38 Bank Name/Address: **SchoolsFirst Federal Credit Union**  
P. O. Box 11547  
Santa Ana, CA 92711-1547  
(714) 258-4000

Account #: 66102-75  
Account Name: Santa Ana College Foundation  
Type: Investment Checking  
Purpose of Account: Serves as a secondary depository account for donor contributions and disbursements. The primary checking account is held with Citizens Business Bank.

Authorized Signatures: Simon B. Hoffman Vice President, Administrative Services  
Vaniethia Hubbard Vice President, Student Services  
Jeffrey Lamb Vice President, Academic Affairs  
Christina Romero Foundation Director

Signatures Required: 2 live signatures

39 Bank Name/Address: **Comunidad Latina Federal Credit Union**  
1317 W. Warner  
Santa Ana, CA 92704  
(714) 754-7675

Account #: 11538-01  
Account Name: Santa Ana College Foundation  
Type: Regular Savings Share

Purpose of Account: Deposited \$1.00 to this account when the cd account was opened. It is the credit union requirement to have this account open at all times.

Authorized Signatures: Simon B. Hoffman Vice President, Administrative Services  
Christina Romero Foundation Director

Signatures Required: Phone call and password

40 Bank Name/Address: **Comunidad Latina Federal Credit Union**  
1317 W. Warner  
Santa Ana, CA 92704  
(714) 754-7675

Account #: 11538-41

Account Name: Santa Ana College Foundation

Type: 24 Month CD (maturity date: 9/9/2020)

Purpose of Account: To hold General Operating Unrestricted Funds for short-term investment.

Authorized Signatures: Simon B. Hoffman Vice President, Administrative Services  
Christina Romero Foundation Director

Signatures Required: Phone call and password

41 Bank Name/Address: **Comunidad Latina Federal Credit Union**  
1317 W. Warner  
Santa Ana, CA 92704  
(714) 754-7675

Account #: 11538-42

Account Name: Santa Ana College Foundation

Type: 12 Month CD (maturity date: 11/29/2019)

Purpose of Account: To hold General Operating Unrestricted Funds for short-term investment.

Authorized Signatures: Simon B. Hoffman Vice President, Administrative Services  
Christina Romero Foundation Director

Signatures Required: Phone call and password

42 Bank Name/Address: **Union Bank**  
500 South Main Street  
Orange, CA 92868  
(714) 565-5500

Account #: 0083662577

Account Name: Santa Ana College Foundation

Type: Money Market

Purpose of Account: To hold funds for short-term investment.

Authorized Signatures: Simon B. Hoffman Vice President, Administrative Services  
Vaniethia Hubbard Vice President, Student Services  
Christina Romero Foundation Director

Signatures Required: Phone call and password

43 Bank Name/Address: **Union Bank**  
500 South Main Street  
Orange, CA 92868  
(714) 565-5500

Account #: 0053049870

Account Name: Santa Ana College Foundation

Type: Business Checking

Purpose of Account: Serves as secondary depository account for donor contributions and disbursements.

Authorized Signatures: Simon B. Hoffman Vice President, Administrative Services  
Vaniethia Hubbard Vice President, Student Services  
Christina Romero Foundation Director

Signatures Required: 2 live signatures

#### **Santiago Canyon College Foundation Accounts**

44 Bank Name/Address: **SchoolsFirst Federal Credit Union**  
P. O. Box 11547  
Santa Ana, CA 92711-1547  
(714) 258-4000

Account #: 285452

Account Name: Santiago Canyon College Foundation

Type: Checking, Savings and Money Market

Purpose of Account: Serves as a depository account for donor contributions to temporary restricted programs (Scholarships) and unrestricted programs; also disbursements for Scholarship payments to students and other Foundation operational expenditures are handled through this account. (Funds from any account in SFFCU get transferred to this account before a check is issued).

Authorized Signatures: Jose Vargas Interim President  
Syed Rizvi Vice President, Student Services  
Arleen Satele Vice President, Administrative Services  
Sheena Tran Assistant Dean Financial Aid,

Signatures Required: Phone call and password

45 Bank Name/Address: **Charles Schwab & Co.**  
c/o Payden & Rygel  
333 South Grand Ave  
Los Angeles, CA 90071  
(213) 625-1900

Account #: 5475-7641  
Account Name: Santiago Canyon College Foundation – Unrestricted Operating  
Type: Investment Account  
Purpose of Account: Long Term Investment account that holds unrestricted funds.  
Authorized Signatures: Syed Rizvi Executive Director  
Tristan DeMers Foundation Treasurer  
Signatures Required: Phone call and password

46 Bank Name/Address: **Charles Schwab & Co.**  
c/o Payden & Rygel  
333 South Grand Ave  
Los Angeles, CA 90071  
(213) 625-1900

Account #: 8908-3312  
Account Name: Santiago Canyon College Foundation Short Term Unrestr. Pool  
Type: Investment Account  
Purpose of Account: Liquid funds for short-term needs.  
Authorized Signatures: Syed Rizvi Executive Director  
Tristan DeMers Foundation Treasurer  
Signatures Required: Phone call and password

47 Bank Name/Address: **Charles Schwab & Co.**  
c/o Payden & Rygel  
333 South Grand Ave  
Los Angeles, CA 90071  
(213) 625-1900

Account #: 5526-9841  
Account Name: Santiago Canyon College Foundation Pooled Scholarships  
Type: Investment Account  
Purpose of Account: Long Term Investment account that holds Invested Restricted Scholarship funds.  
Authorized Signatures: Syed Rizvi Executive Director  
Tristan DeMers Foundation Treasurer  
Signatures Required: Phone call and password

-----end of listing-----

ADOPTED, SIGNED AND APPROVED this 26th day of October, 2020.

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

I, Arianna P. Barrios, Clerk of the Board of Trustees of Rancho Santiago Community College District, do hereby certify that the foregoing Resolution was adopted by the Board of said District at a meeting of said Board held on the 26th day of October, 2020, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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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: October 26, 2020
Re:	Approval of Amendment to Agreement with Koury Engineering & Testing, Inc. – Geohazard and Geotechnical Consulting Services for Russell Hall Replacement (Health Sciences Building) at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND**

On January 22, 2018, the Board of Trustees approved an agreement with Koury Engineering & Testing, Inc. for the Russell Hall Replacement (Health Sciences Building) project at Santa Ana College. The project is currently out to bid and construction is anticipated to begin late 2020 / early 2021. As indicated in the original Board docket which was for the first phase of work approval, this agreement would need to be amended to include the second phase of work for all required soils/underground testing for the construction phase once the scope of work could be finalized. This amendment is to add these construction phase geotechnical consulting services, extend the time and add the associated fee for these services. The construction phase is required to be overseen and associated testing taken by the Geotechnical Engineer of Record, in accordance with the California Code of Regulations (CCR), Title 24, Part 1, Section 4-333/336 and Division of State Architect (DSA) Procedure PR 13-01: Construction Oversight Process. This project includes a deep pile foundation which requires many testing activities to ensure proper placement and all design requirements have been satisfied by the contractor. In addition, there are many other geotechnical testing requirements, such as confirming proper compaction is achieved. To see the original agreement, please [click here](#).

**ANALYSIS**

The services covered by this agreement commenced on December 18, 2017 and the new end date has been extended from December 31, 2022 to June 30, 2023. The amendment to this agreement increases the contract amount by \$184,000 for the second phase of work during construction. The total contract amount has increased from \$25,500 to \$209,500. The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is funded by Capital Outlay Funds and State Funding.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the amendment to agreement with Koury Engineering & Testing, Inc. - Geohazard and Geotechnical Consulting Services for Russell Hall Replacement (Health Sciences Building) project at Santa Ana College as presented.

Fiscal Impact:	\$184,000	Board Date: October 26, 2020
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	



# Board Agreement Summary

**Board Date: 10/26/20**

Project: Russell Hall Replacement (Health Sciences Building)      Site: **Santa Ana College**

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Consultants: **Koury Engineering & Testing, Inc.**

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Type of Service: Geohazard and Geotechnical Consulting Services

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<b>Agreement Summary</b>	<b>Amount</b>	<b>Reimbursables</b>	<b>Start</b>	<b>Duration</b>	<b>End</b>
Original Contract Amount	\$10,375.00	\$5,125.00	12/18/2017		12/31/2022
Amendment #1	\$10,000.00				12/31/2022
Amendment #2	\$184,000.00				6/30/2023
<b>Total Agreement Amount</b>	<b>\$209,500.00</b>				

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**AGREEMENT NO: 0256.00/ DESCRIPTION:**

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Amendment #1 for additional geohazard and geotechnical consulting services and an extension of time.

This agreement #0256.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

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**Total Proposed Amount:** **\$184,000.00**

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**Contract End Date:** **6/30/2023**

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## SECOND AMENDMENT TO AGREEMENT

THIS AMENDMENT to AGREEMENT is made this 27<sup>th</sup> day of **OCTOBER** in the year **2020**, between **KOURY ENGINEERING & TESTING, 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:

1. To amend that certain AGREEMENT #0256.00 entered into on December 18, 2017 and amended on May 14, 2018 to provide Geotechnical and Geohazard Engineering and Consulting Services for the Russell Hall Replacement project at Santa Ana College. Please amend the AGREEMENT to include the following:
  - A. By adding fee to complete the “Construction Services” scope of work per Agreement Article I.11 and the DSA 103 Structural Test & Special Inspections form, per the attached Exhibit “A”; and
  - B. By extending the contract completion date from December 31, 2022 to be through June 30, 2023; and
  - C. By increasing the AGREEMENT amount by ONE HUNDRED EIGHTY-FOUR THOUSAND DOLLARS (\$184,000) from TWENTY-FIVE THOUSAND FIVE HUNDRED DOLLARS (\$25,500), for a total AGREEMENT amount of TWO HUNDRED NINE THOUSAND FIVE HUNDRED DOLLARS (\$209,500)
2. 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.
3. Except as amended herein, the terms and conditions of AGREEMENT 0256.00 effective December 18, 2017, shall remain in full force and effect.

Agreement No. 0256.02

Board Approval: October 27, 2020

Purchase Order: 18-P0049825

**KOURY ENGINEERING & TESTING, INC.**

**RANCHO SANTIAGO COMMUNITY COLLEGE  
DISTRICT OF ORANGE COUNTY**

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Adam M. O'Connor  
Interim Vice Chancellor, Business Operations and  
Fiscal Services

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Email \_\_\_\_\_

**COPIES TO:**

GENERATING OFFICE  
Rancho Santiago Community College District  
2323 N. Broadway, Suite 112  
Santa Ana, CA 92706  
Carri Matsumoto, Assistant Vice Chancellor  
Facility Planning, District Construction and Support Services

PURCHASING DEPARTMENT  
Rancho Santiago Community College District  
2323 N. Broadway, Suite 109  
Santa Ana, CA 92706  
Linda Melendez, Director of Purchasing Services

**EXHIBIT “A”**

**A. Compensation:**

The new total hourly not-to-exceed fee is **TWO HUNDRED NINE THOUSAND FIVE HUNDRED DOLLARS (\$209,500)**. Included in this not-to-exceed fee is the following:

<b>Title</b>	<b>Hourly, NTE Fee</b>
Design Phase Fee (Original Agreement)	\$15,500
Amendment #1	\$10,000
Construction Phase Testing Services (Amendment #2)	\$134,000
Allowance (Amendment #2)	\$50,000
<b>TOTAL</b>	<b>\$209,500</b>

**B. Hourly Rates and Testing Rates:**

The below rates shall be valid for the entire duration of the agreement and shall not be adjusted except as agreed upon by the Parties in writing.

**Personnel Hourly Rates:**

<b>Position</b>	<b>Name of Personnel</b> (revised based on personnel changes)	<b>Hourly Rates</b> (unchanged from Original Agreement)
Principal	Armen Gaprelian	\$150
Geotechnical Engineer	Jacques B. Roy	\$150
Lead Certified Engineering Geologist	Eirik Haenschke	\$130
Project / Staff Engineer	Mike Mohajeran	\$100
Project Manager / Field Supervisor	Michael Carrillo Jeff Lantosh	\$100
Soils Technician	Various	\$98
Materials Inspector (Concrete, Masonry, Steel)	Various	\$90
Field Technician (Coring/Torque/Pull Test)	Various	\$110
Drafting	Various	\$55
Office Support / Clerical	Various	\$55

**Testing/Service Rates:**

<b>Test/Service</b>	<b>Rate</b>
Concrete Cylinder Compression Tests	\$ 22.00
Non-Shrink Grout Compression Tests	\$ 30.00
Non-Shrink Grout Mold	\$ 30.00
Rebar Bend & Tensile Tests Bar # 8 and Smaller	\$ 40.00
Bolt / Nut / Washer Hardness	\$ 30.00
Bolt Tensile Test	\$ 55.00

Bolt Proof Test	\$ 45.00
Nut Proof Test	\$ 45.00
Fireproof Density Tests	\$ 45.00
Fireproof Adhesion/Cohesion Test (Bond Strength)	\$ 45.00
Pull Test Technician - Splay Wires & Epoxy Anchors, Etc.	\$ 110.00
Mix Design Review	\$ 150.00
Review Existing Welding Procedure Specification (WPS) Report	\$ 150.00
Sample Pick Up	\$ 50.00

**Soil and Aggregate**

Test/Service	Rate
Unit Weight	\$ 70.00
Expansion Index	\$ 150.00
#200 Wash	\$ 100.00
Particle-Size Distribution - Sieve Analysis (retained on # 200 sieve)	\$ 125.00
Particle-Size Distribution - Sieve Analysis + Hydrometer Combined	\$ 210.00
Atterberg Limits	\$ 160.00
Consolidation	\$ 195.00
Sand Equivalent Value of Soil and Fine Aggregate (Set of Three)	\$ 125.00
Specific Gravity and Absorption (Coarse Aggregate)	\$ 125.00
Specific Gravity and Absorption (Fine Aggregate)	\$ 170.00
Specific Gravity (Soil)	\$ 125.00
Moisture Content.	\$ 25.00
Direct Shear (3 Points).	\$ 265.00
Direct Shear Remolded sample (3 points).	\$ 320.00
Maximum Density (A,B)	\$ 200.00
Maximum Density (C)	\$ 210.00
R-Value (3 Points)	\$ 300.00
Durability Index (coarse)	\$ 375.00
Durability Index (fine)	\$ 375.00
Clay Lumps & Friable Particles	\$ 120.00
Durability Index for Coarse Aggregates	\$ 375.00

**Asphalt Concrete**

Test/Service	Rate
Review of Existing Mix Design	\$ 175.00
Gradation of Extracted Sample	\$ 70.00
Unit Weight – Molded Specimen or Cores	\$ 70.00
Compacted Maximum Density – MARSHALL	\$ 210.00

Agreement No. 0256.02

Board Approval: October 27, 2020

Purchase Order: 18-P0049825

Field Mix – Marshall – Stability Per Point	\$ 300.00 (per test)
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- C. **DSA 103 Listing of Structural Tests and Special Inspections:**  
Consultant shall perform all tests noted on the attached DSA 103 Form (Exhibit “B”) where indicated to be performed by “GE”.

**SA 103: STRUCTURAL TESTS & SPECIAL INSPECTIONS**

**Application Number:** 04-118141

**School Name:** Sanata Ana College

**School District:** Rancho Santiago  
Community College

**DSA File Number:** 30-C2

**Increment Number:**

**Date Submitted:** 3/19/2020

**IMPORTANT:** This form is only a summary list of structural tests and some of the special inspections required for the project. Generally, the structural tests and special inspections noted on this form are those that will be performed by the Geotechnical Engineer of Record, Laboratory of Record, or Special Inspector. The actual complete test and inspection program must be performed as detailed on the DSA approved documents. The appendix at the bottom of this form identifies work NOT subject to DSA requirements for special inspection or structural testing. The project inspector is responsible for providing inspection of all facets of construction, including but not limited to, special inspections not listed on this form such as structural wood framing, high-load wood diaphragms, cold-formed steel framing, anchorage of non-structural components, etc., per Title 24, Part 2, Chapter 17A.

**\*\*NOTE:** Undefined section and table references found in this document are from the CBC, or California Building Code.

**KEY TO COLUMNS**

1. TYPE	2. PERFORMED BY
<b>Continuous</b> – Indicates that a continuous special inspection is required	<b>GE</b> – Indicates that the special inspection is to be performed by a registered Geotechnical Engineer (GE) or his or her authorized representative
<b>Periodic</b> – Indicates that a periodic special inspection is required	<b>LOR</b> – Indicates that the test or inspection is to be performed by a testing laboratory accepted in the DSA Laboratory Evaluation and Acceptance (LEA) Program Laboratory of Record (LOR). See Section 4-335, 2013 CCR Title 24, Part 1
<b>Test</b> – Indicates that a test is required	<b>SI</b> – Indicates that the special inspection is to be performed by a Special Inspector (SI)

4.6 (8)

**SA 103: STRUCTURAL TESTS & SPEC A INSPECTION (S S)**

**Application Number:** 04-118141

**School Name:** Sanata Ana College

**School District:** Rancho Santiago  
Community College

**DSA File Number:** 30-C2

**Increment Number:**

**Date Submitted:** 3/19/2020

**Geotechnical Reports: Project has a geotechnical report, or CDs indicate soils special inspection is required by GE**

	<b>1. GENERAL:</b>	<b>Table 1705A.6</b>		
<input checked="" type="checkbox"/>	<b>a. Verify that:</b> <ul style="list-style-type: none"> <li>• Site has been prepared properly prior to placement of controlled fill and/or excavations for foundations.</li> <li>• Foundation excavations are extended to proper depth and have reached proper material.</li> <li>• Materials below footings are adequate to achieve the design bearing capacity.</li> </ul>	<b>Periodic</b>	<b>GE*</b>	* By geotechnical engineer or his or her qualified representative. (See Appendix for exemptions.)

	<b>2. SOIL COMPACTION AND FILL:</b>	<b>Table 1705A.6</b>		
<input checked="" type="checkbox"/>	<b>a. Perform classification and testing of fill materials.</b>	<b>Test</b>	<b>LOR*</b>	* Under the supervision of the geotechnical engineer.
<input checked="" type="checkbox"/>	<b>b. Verify use of proper materials, densities and inspect lift thicknesses, placement and compaction during placement of fill.</b>	<b>Continuous</b>	<b>GE*</b>	* By geotechnical engineer or his or her qualified representative. (Refer to specific items identified in the Appendix for exemptions where soils SI and testing may be conducted under the supervision of a geotechnical engineer or LOR's engineering manager. In such cases, the LOR's form DSA 291 shall satisfy the soil SI and test reporting requirements for the exempt items.)
<input checked="" type="checkbox"/>	<b>c. Compaction testing.</b>	<b>Test</b>	<b>LOR*</b>	* Under the supervision of the geotechnical engineer. (Refer to specific items identified in the Appendix for exemptions where soils testing may be conducted under the supervision of a geotechnical engineer or LOR's engineering manager. In such cases, the LOR's form DSA 291 shall satisfy the soil test reporting requirements for the exempt items.)

	<b>3. DRIVEN DEEP FOUNDATIONS (PILES):</b>	<b>Table 1705A.7</b>		
<input type="checkbox"/>	<b>a. Verify pile materials, sizes and lengths comply with the requirements.</b>	<b>Continuous</b>	<b>GE*</b>	* By geotechnical engineer or his or her qualified representative.

4.6(9)



**SA 103: TESTING OF STRUCTURAL TESTS & SPECIFICATIONS (S)**

**Application Number:** 04-118141

**School Name:** Sanata Ana College

**School District:** Rancho Santiago  
Community College

**DSA File Number:** 30-C2

**Increment Number:**

**Date Submitted:** 3/19/2020

<input type="checkbox"/>	<b>b.</b> Determine capacities of test piles and conduct additional load tests as required.	<b>Test</b>	<b>LOR*</b>	* Under the supervision of the geotechnical engineer.
<input type="checkbox"/>	<b>c.</b> Inspect driving operations and maintain complete and accurate records for each pile.	<b>Continuous</b>	<b>GE*</b>	* By geotechnical engineer or his or her qualified representative.
<input type="checkbox"/>	<b>d.</b> Verify locations of piles and their plumbness, confirm type and size of hammer, record number of blows per foot of penetration, determine required penetrations to achieve design capacity, record tip and butt elevations and record any pile damage.	<b>Continuous</b>	<b>GE*</b>	* By geotechnical engineer or his or her qualified representative.
<input type="checkbox"/>	<b>e.</b> Steel piles.	Provide tests and inspections per STEEL section below.		
<input type="checkbox"/>	<b>f.</b> Concrete piles and concrete filled piles.	Provide tests and inspections per CONCRETE section below.		
<input type="checkbox"/>	<b>g.</b> For specialty piles, perform additional inspections as determined by the registered design professional in responsible charge.	*	*	* As defined on drawings or specifications.

	<b>4. CAST-IN-PLACE DEEP FOUNDATIONS (PIERS):</b>	<b>Table 1705A.8</b>		
<input checked="" type="checkbox"/>	<b>a.</b> Inspect drilling operations and maintain complete and accurate records for each pier.	<b>Continuous</b>	<b>GE*</b>	* By geotechnical engineer or his or her qualified representative. (See Appendix for exemptions.)
<input checked="" type="checkbox"/>	<b>b.</b> Verify pier locations, diameters, plumbness, bell diameters (if applicable), lengths and embedment into bedrock (if applicable). Record concrete or grout volumes.	<b>Continuous</b>	<b>GE*</b>	* By geotechnical engineer or his or her qualified representative. (See Appendix for exemptions.)
<input checked="" type="checkbox"/>	<b>c.</b> Confirm adequate end strata bearing capacity.	<b>Continuous</b>	<b>GE*</b>	* By geotechnical engineer or his or her qualified representative. (See Appendix for exemptions.)
<input checked="" type="checkbox"/>	<b>d.</b> Concrete piers.	Provide tests and inspections per CONCRETE section below.		

4.6(10)

**SA 103: ST NG OF S RUCTURAL TESTS & SPEC A INSPEC NS (S S)**

**Application Number:** 04-118141

**School Name:** Sanata Ana College

**School District:** Rancho Santiago  
Community College

**DSA File Number:** 30-C2

**Increment Number:**

**Date Submitted:** 3/19/2020

<b>5. RETAIN NG WALLS:</b>				
<input checked="" type="checkbox"/>	<b>a.</b> Placement of soil reinforcement, drainage devices and backfill.	<b>Continuous</b>	<b>GE*</b>	Placement, compaction and inspection of backfill per Section <b>1705A.6.1</b> for fills supporting foundations (Section 2 above). * By geotechnical engineer or his or her qualified representative.
<input checked="" type="checkbox"/>	<b>b.</b> Segmental retaining walls; inspect placement of units, dowels, connectors, etc.	<b>Continuous</b>	<b>GE*</b>	* By geotechnical engineer or his or her qualified representative. See IR 16-3.
<input checked="" type="checkbox"/>	<b>c.</b> Concrete retaining walls.	Provide tests and inspections per CONCRETE section below.		
<input type="checkbox"/>	<b>d.</b> Masonry retaining walls.	Provide tests and inspections per MASONRY section below.		

<b>6. OTHER SOILS:</b>				
<input type="checkbox"/>	<b>a.</b> Soil Improvements	<b>Test</b>	<b>GE*</b>	Submit a comprehensive report documenting final soil improvements constructed, construction observation and the results of the confirmation testing and analysis to CGS for final acceptance. * By geotechnical engineer or his or her qualified representative.
<input type="checkbox"/>	<b>b.</b> Inspection of Soil Improvements	<b>Continuous</b>	<b>GE*</b>	* By geotechnical engineer or his or her qualified representative.
<input type="checkbox"/>	<b>c.</b>			

46(11)

**SA 103: ST NG OF S RUCTURAL TESTS & SPEC AL INSPEC NS (Concrete)**

**Application Number:** 04-118141

**School Name:** Sanata Ana College

**School District:** Rancho Santiago  
Community College

**DSA File Number:** 30-C2

**Increment Number:**

**Date Submitted:** 3/19/2020

<b>7. CAST-IN-PLACE CONCRETE</b>		<b>Table 1705A.3, ACI 318-14 Sections 26.12 &amp; 26.13</b>		
<b>Material Verification and Testing:</b>				
<input checked="" type="checkbox"/>	<b>a.</b> Verify use of required design mix.	<b>Periodic</b>	<b>SI</b>	<b>Table 1705A.3 Item 5, 1910A.1</b> (1909.2.3+)
<input checked="" type="checkbox"/>	<b>b.</b> Identify, sample, and test reinforcing steel.	<b>Test</b>	<b>OR</b>	<b>1910A.2</b> (1909.2.4+); ACI 318-14 Section 26.6.1.2. DSA IR 17-10.16 (See Appendix for exemptions.)
<input checked="" type="checkbox"/>	<b>c.</b> During concrete placement, fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete.	<b>Test</b>	<b>OR</b>	<b>Table 1705A.3 Item 6;</b> ACI 318-14 Sections 26.5 & 26.12
<input checked="" type="checkbox"/>	<b>d.</b> Test concrete ( $f'_c$ ).	<b>Test</b>	<b>OR</b>	<b>1905A.1.16</b> (1909.3.7+); ACI 318-14 Section 26.12.
<b>Inspection:</b>				
<input checked="" type="checkbox"/>	<b>e.</b> Batch plant inspection: <b>Continuous</b>	<b>See Notes</b>	<b>SI</b>	Default of ' <b>Continuous</b> ' per <b>1705A.3.3</b> ; If approved by DSA, batch plant inspection may be reduced to ' <b>Periodic</b> ' subject to requirements in Section <b>1705A.3.3.1</b> , or eliminated per <b>1705A.3.3.2</b> . (See Appendix for exemptions.)
<input checked="" type="checkbox"/>	<b>f.</b> Welding of reinforcing steel.	Provide special inspection per STEEL, category 19.1(d) & (e) and/or 19.2(g) & (h) below.		

<b>8. PRESTRESSED / POST-TENSIONED CONCRETE (in addition to Cast-in-Place Concrete tests and inspections):</b>				
<input type="checkbox"/>	<b>a.</b> Sample and test prestressing tendons and anchorages.	<b>Test</b>	<b>OR</b>	<b>1705A.3.4, 1910A.3</b> (1909.2.5+)
<input type="checkbox"/>	<b>b.</b> Inspect placement of prestressing tendons.	<b>Periodic</b>	<b>SI</b>	<b>1705A.3.4, Table 1705A.3 items 1 &amp; 9.</b>
<input type="checkbox"/>	<b>c.</b> Verify in-situ concrete strength prior to stressing of post-tensioning tendons.	<b>Periodic</b>	<b>SI</b>	<b>Table 1705A.3 Item 11.</b> Special inspector to verify specified concrete strength test prior to stressing.
<input type="checkbox"/>	<b>d.</b> Inspect application of post-tensioning or prestressing forces and grouting of bonded prestressing tendons.	<b>Continuous</b>	<b>SI</b>	<b>1705A.3.4, Table 1705A.3 item 9;</b> ACI 318-14 Section 26.13

4.6 (12)

**SA 103: STRUCTURAL TESTS & SPECIAL INSPECTIONS (Concrete)**

**Application Number:** 04-118141

**School Name:** Sanata Ana College

**School District:** Rancho Santiago  
Community College

**DSA File Number:** 30-C2

**Increment Number:**

**Date Submitted:** 3/19/2020

<b>9. PRECAST CONCRETE (in addition to Cast-in-Place Concrete tests and inspections):</b>				
<input type="checkbox"/>	<b>a.</b> Inspect fabrication of precast concrete members.	<b>Continuous</b>	<b>SI</b>	ACI 318-14 Section 26.13
<input type="checkbox"/>	<b>b.</b> Inspect erection of precast concrete members.	<b>Periodic</b>	<b>SI*</b>	<b>Table 1705A.3 Item 10;</b> * May be performed by PI when specifically approved by DSA.

<b>10. SHOTCRETE (in addition to Cast-in-Place Concrete tests and inspections):</b>				
<input type="checkbox"/>	<b>a.</b> Inspect shotcrete placement for proper application techniques.	<b>Continuous</b>	<b>SI</b>	<b>1705A.19, Table 1705A.3 Item 7.</b> See ACI 506.2-13 Section 3.4.
<input type="checkbox"/>	<b>b.</b> Sample and test shotcrete ( $f'_c$ ).	<b>Test</b>	<b>OR</b>	<b>1908A.5, 1908A.10</b> (1909.4+)

<b>11. POST-INSTALLED ANCHORS:</b>				
<input checked="" type="checkbox"/>	<b>a.</b> Inspect installation of post-installed anchors	<b>See Notes</b>	<b>SI*</b>	<b>1616A.1.19, Table 1705A.3 Item 4a (Continuous) &amp; 4b (Periodic)</b> (See Appendix for exemptions). ACI 318-14 Sections 17.8 & 26.13 * May be performed by the project inspector when specifically approved by DSA.
<input checked="" type="checkbox"/>	<b>b.</b> Test post-installed anchors.	<b>Test</b>	<b>OR</b>	<b>1910A.5</b> (1909.2.7+). (See Appendix for exemptions.)

<b>12. OTHER CONCRETE:</b>				
<input type="checkbox"/>				

4.6 (13)

**SA 103: STRUCTURAL TESTS & SPEC A INSPECTION (Steel and Aluminum)**

**Application Number:** 04-118141

**School Name:** Sanata Ana College

**School District:** Rancho Santiago  
Community College

**DSA File Number:** 30-C2

**Increment Number:**

**Date Submitted:** 3/19/2020

<b>17. STRUCTURAL STEEL, COLD-FORMED STEEL AND ALUMINUM USED FOR STRUCTURAL PURPOSES</b> Table 1705A.2.1, AISC 303-10, AISC 360-10, AISC 341-10, AISC 358-10, AISI S100-07/S2-10				
<b>Material Verification:</b>				
<input checked="" type="checkbox"/>	<b>a.</b> Verify identification of all materials and: Mill certificates indicate material properties that comply with requirements, sizes, types and grades comply with requirements.	<b>Periodic</b>	<b>*</b>	<b>2203A.1</b> (2203.1+), <b>Table 1705A.2.1 Item 3a-3c</b> ; AISI S100-07/S2-10 Section A2.1 & A2.2, AISI S200-12 Section A3, AISI S220-11 Section A4. * By special inspector or qualified technician when performed off-site.
<input checked="" type="checkbox"/>	<b>b.</b> Test unidentified materials	<b>Test</b>	<b>R</b>	<b>2203A.1</b> (2203.1+).
<input checked="" type="checkbox"/>	<b>c.</b> Examine seam welds of HSS shapes	<b>Periodic</b>	<b>SI</b>	DSA IR 17-3.
<b>Inspection:</b>				
<input checked="" type="checkbox"/>	<b>d.</b> Verify and document steel fabrication per DSA-approved construction documents.	<b>Periodic</b>	<b>SI</b>	Not applicable to cold-formed steel light-frame construction, except for trusses ( <b>1705A.2.4</b> ).

<b>18. HIGH-STRENGTH BOLTS: RCSC 2009</b>				
<b>Material Verification of High-Strength Bolts, Nuts and Washers:</b>				
<input checked="" type="checkbox"/>	<b>a.</b> Verify identification markings and manufacturer's certificates of compliance conform to ASTM standards specified in the DSA-approved documents.	<b>Periodic</b>	<b>SI</b>	<b>Table 1705A.2.1 Item 1, 2203A.1</b> ; RCSC 2009 Section 2.1. DSA IR 17-9
<input checked="" type="checkbox"/>	<b>b.</b> Test high-strength bolts, nuts and washers.	<b>Test</b>	<b>R</b>	<b>2213A.1</b> (2212.6.1+). RCSC 2009 Section 7.2; DSA IR 17-8.16
<b>Inspection of High-Strength Bolt Installation:</b>				
<input checked="" type="checkbox"/>	<b>c.</b> Bearing-type ("snug tight") connections.	<b>Periodic</b>	<b>SI</b>	<b>Table 1705A.2.1 Item 2a</b> ; RCSC 2009 Section 9.1. DSA IR 17-9
<input checked="" type="checkbox"/>	<b>d.</b> Slip-critical connections.	<b>*</b>	<b>SI</b>	<b>Table 1705A.2.1 Item 2b &amp; 2c</b> . RCSC 2009 Section 9.2 & 9.3. * "Continuous" or "Periodic" depends on the tightening method used, DSA IR 17-9 and <b>1705A.2.1</b> .

4.6 (14)

**SA 103: STRUCTURAL TESTS & SPECIAL INSPECTION (Steel and Aluminum)**

**Application Number:** 04-118141

**School Name:** Sanata Ana College

**School District:** Rancho Santiago  
Community College

**DSA File Number:** 30-C2

**Increment Number:**

**Date Submitted:** 3/19/2020

<b>19. WELDING:</b>		<b>1705A.2.5, Table 1705A.2.1 Items 4 &amp; 5; DSA IR 17-3, AWS D1.1 and AWS D1.8 for structural steel, AWS D1.2 for Aluminum, AWS D1.3 for cold-formed steel, AWS D1.4 for reinforcing steel. (See Appendix for exemptions.)</b>		
<b>Verification of Materials, Equipment, Welders, etc:</b>				
<input checked="" type="checkbox"/>	<b>a.</b> Verify weld filler material identification markings per AWS designation listed on the DSA-approved documents and the WPS.	<b>Periodic</b>	<b>SI</b>	DSA IR 17-3.
<input checked="" type="checkbox"/>	<b>b.</b> Verify weld filler material manufacturer's certificate of compliance.	<b>Periodic</b>	<b>SI</b>	DSA IR 17-3.
<input checked="" type="checkbox"/>	<b>c.</b> Verify WPS, welder qualifications and equipment.	<b>Periodic</b>	<b>SI</b>	DSA IR 17-3.
<b>19.1 SHOP WELDING:</b>				
<input checked="" type="checkbox"/>	<b>a.</b> Inspect groove welds, multi-pass fillet welds, single pass fillet welds > 5/16", plug and slot welds	<b>Continuous</b>	<b>SI</b>	<b>Table 1705A.2.1 Item 5a1-4.</b> Per AISC 360-10 (and AISC 341-10 as applicable). DSA IR 17-3.
<input checked="" type="checkbox"/>	<b>b.</b> Inspect single-pass fillet welds ≤ 5/16", floor and roof deck welds	<b>Periodic</b>	<b>SI</b>	<b>1705A.2.2, Table 1705A.2.1 Item 5a.5 &amp; 5a.6.</b> Per AISC 360-10 (and AISC 341-10 as applicable). DSA IR 17-3.
<input checked="" type="checkbox"/>	<b>c.</b> Inspect welding of stairs and railing systems.	<b>Periodic</b>	<b>SI</b>	<b>1705A.2.1.</b> Per AISC 360-10 (and AISC 341-10 as applicable). AWS D1.1 & D1.3. DSA IR 17-3.
<input checked="" type="checkbox"/>	<b>d.</b> Verification of reinforcing steel weldability other than ASTM A706	<b>Periodic</b>	<b>SI</b>	<b>1705A.3.1;</b> verify carbon equivalent reported on mill certificates. AWS D1.4. DSA IR 17-3.
<input checked="" type="checkbox"/>	<b>e.</b> Inspect welding of reinforcing steel.	<b>Continuous</b>	<b>SI</b>	<b>1705A.3.1, Table 1705A.3 Item 2 and Table 1705A.2.1 Item 5b, 1903A.8.</b> AWS D1.4. DSA IR 17-3.
<b>19.2 FIELD WELDING:</b>				
<input checked="" type="checkbox"/>	<b>a.</b> Inspect groove welds, multi-pass fillet welds, single pass fillet welds > 5/16", plug and slot welds	<b>Continuous</b>	<b>SI</b>	<b>Table 1705A.2.1 Item 5a1-4.</b> Per AISC 360-10 (and AISC 341-10 as applicable). DSA IR 17-3.
<input checked="" type="checkbox"/>	<b>b.</b> Inspect single-pass fillet welds ≤ 5/16"	<b>Periodic</b>	<b>SI</b>	<b>Table 1705A.2.1 Item 5a.5.</b> Per AISC 360-10 (and AISC 341-10 as applicable). DSA IR 17-3.

4.6 (15)

**SA 103: STRUCTURAL TESTS & SPECIAL INSPECTIONS (Steel and Aluminum)**

**Application Number:** 04-118141

**School Name:** Sanata Ana College

**School District:** Rancho Santiago  
Community College

**DSA File Number:** 30-C2

**Increment Number:**

**Date Submitted:** 3/19/2020

<input checked="" type="checkbox"/>	<b>c.</b> Inspect end-welded studs (ASTM A-108) installation (including bend test)	<b>Periodic</b>	<b>SI</b>	<b>2213A.2</b> (2212.6.2+); per AISC 360-10 (and AISC 341-10 as applicable), AWS D1.1. DSA IR 17-3.
<input checked="" type="checkbox"/>	<b>d.</b> Inspect floor and roof deck welds	<b>Periodic</b>	<b>SI</b>	<b>1705A.2.2, Table 1705A.2.1 Item 5a.6;</b> per AISC 360 (and AISC 341 as applicable) & AWS D1.3. DSA IR 17-3.
<input checked="" type="checkbox"/>	<b>e.</b> Inspect welding of structural cold-formed steel	<b>Periodic</b>	<b>SI*</b>	<b>1705A.2.5;</b> AWS D1.3. * May be performed by the project inspector when specifically approved by DSA. DSA IR 17-3.
<input checked="" type="checkbox"/>	<b>f.</b> Inspect welding of stairs and railing systems	<b>Periodic</b>	<b>SI*</b>	<b>1705A.2.1;</b> Per AISC 360-10 (and AISC 341-10 as applicable). AWS D1.1 & D1.3. DSA IR 17-3. * May be performed by the project inspector when specifically approved by DSA.
<input checked="" type="checkbox"/>	<b>g.</b> Verification of reinforcing steel weldability	<b>Periodic</b>	<b>SI</b>	<b>1705A.3.1;</b> verify carbon equivalent reported on mill certificates. DSA IR 17-3.
<input checked="" type="checkbox"/>	<b>h.</b> Inspect welding of reinforcing steel.	<b>Continuous</b>	<b>SI</b>	<b>1705A.3.1, Table 1705A.3 Item 2 and Table 1705A.2.1 Item 5b, 1903A.8.</b> AWS D1.4. DSA IR 17-3.

**20. NON DESTRUCTIVE TESTING :**

<input checked="" type="checkbox"/>	<b>a.</b> Ultrasonic	<b>Test</b>	<b>R</b>	<b>1705A.2.1 &amp; 1705A.2.5.</b> AISC 360-10 N5.5, AISC 341-10 J6.2. AWS D1.1 and D1.8. ANSI/ASNT CP-189, SNT-TC-1A. DSA IR 17-2.
<input checked="" type="checkbox"/>	<b>b.</b> Magnetic Particle	<b>Test</b>	<b>R</b>	<b>1705A.2.1 &amp; 1705A.2.5.</b> AISC 360-10 N5.5, AISC 341-10 J6.2. AWS D1.1 and D1.8. ANSI/ASNT CP-189, SNT-TC-1A. DSA IR 17-2.
<input type="checkbox"/>	<b>c.</b> x	<b>Test</b>	<b>R</b>	

**21. STEEL JOISTS AND TRUSSES:**

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4.6 (16)

**SA 103: STRUCTURAL TESTS & SPECIAL INSPECTION (Steel and Aluminum)**

**Application Number:** 04-118141

**School Name:** Sanata Ana College

**School District:** Rancho Santiago  
Community College

**DSA File Number:** 30-C2

**Increment Number:**

**Date Submitted:** 3/19/2020

<input type="checkbox"/>	<b>a.</b> Verify size, type and grade for all chord and web members as well as connectors and weld filler material; verify joist profile, dimensions and camber (if applicable); verify all weld locations, lengths and profiles; mark or tag each joist.	<b>Continuous</b>	<b>SI</b>	<b>1705A.2.3, Table 1705A.2.3;</b> AWS D1.1 and DSA IR 22-3 for steel joists only. <b>1705A.2.4;</b> AWS D1.3 for cold-formed steel trusses.
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<b>22. SPRAY APPLIED FIRE-PROTECTING:</b>				
<input checked="" type="checkbox"/>	<b>a.</b> Examine structural steel surface conditions, inspect application, take samples, measure thickness and verify compliance of all aspects of application with DSA-approved documents.	<b>Periodic</b>	<b>SI</b>	<b>1705A.14</b>
<input checked="" type="checkbox"/>	<b>b.</b> Test bond strength.	<b>Test</b>	<b>R</b>	<b>1705A.14.6</b>
<input checked="" type="checkbox"/>	<b>c.</b> Test density.	<b>Test</b>	<b>R</b>	<b>1705A.14.5</b>

<b>23. ANCHOR BOLTS AND ANCHOR RODS:</b>				
<input checked="" type="checkbox"/>	<b>a.</b> Anchor Bolts and Anchor Rods	<b>Test</b>	<b>R</b>	IR 17-11 Sample and test anchor bolts and anchor rods not readily identifiable.
<input checked="" type="checkbox"/>	<b>b.</b> Threaded rod not used for foundation anchorage.	<b>Test</b>	<b>R</b>	Sample and test threaded rods not readily identifiable per procedures noted in IR 17-11

<b>OTHER STEEL :</b>				
<input type="checkbox"/>	<b>c.</b>			

4.6 (17)



**Appendix: Work Exempt from DSA Requirements for Structural Tests / Special Inspections**

**Application Number:** 04-118141

**School Name:** Sanata Ana College

**School District:** Rancho Santiago  
Community College

**DSA File Number:** 30-C2

**Increment Number:**

**Date Submitted:** 3/19/2020

Exempt items given in IR A-22 or the 2016 CBC (including DSA amendments) and those items identified below with an "X" by the design professional are NOT subject to DSA requirements for the structural tests / special inspections noted. **Items marked as exempt shall be identified on the approved construction documents.** The project inspector shall verify all construction complies with the approved construction documents.

	<b>SOILS:</b>
<input type="checkbox"/>	1. Deep foundations acting as a cantilever footing designed based on minimum allowable pressures per CBC Table 1806A.2 and having no geotechnical report for the following cases: A) free standing sign or scoreboard, B) cell or antenna towers and poles less than 35'-0" tall (e.g., lighting poles, flag poles, poles supporting open mesh fences, etc.), C) single-story structure with dead load less than 5 psf (e.g., open fabric shade structure), or D) covered walkway structure with an apex height less than 1'-0" above adjacent grade.
<input type="checkbox"/>	2. Shallow foundations, etc. are exempt from special inspections and testing by a Geotechnical Engineer for the following cases: A) buildings without a geotechnical report and meeting the exception item #1 criteria in CBC Section 1803A.2 supported by native soil (any excavation depth) or fill soil (not exceeding 12" depth per CBC Section 1804A.6), B) soil scarification/recompaction not exceeding 12" depth, C) native or fill soil supporting exterior non-structural flatwork (e.g., sidewalks, site concrete ramps, site stairs, parking lots, driveways, etc.), D) unpaved landscaping and playground areas, or E) utility trench backfill.

	<b>CONCRETE/MASONRY:</b>
<input checked="" type="checkbox"/>	1. Post-installed anchors for the following: A) exempt non-structural components (e.g., mechanical, electrical, plumbing equipment - see item 7 for "Welding") given in CBC Section 1616A.1.18 (which replaces ASCE 7-10, Section 13.1.4) or B) interior nonstructural wall partitions meeting criteria listed in exempt item 3 for "Welding."
<input type="checkbox"/>	2. Concrete batch plant inspection is not required for items given in CBC Section 17-5A.3.3.2 subject to the requirements and limitations in that section.
<input type="checkbox"/>	3. Non-bearing non-shear masonry walls may be exempt from certain DSA masonry testing and special inspection items as allowed per IR 21-1.16. Refer to construction documents for specific exemptions accordingly for each applicable wall condition.
<input checked="" type="checkbox"/>	4. Epoxy shear dowels in site flatwork and/or other non-structural concrete.

4.6 (18)

**Appendix: Work Exempt from DSA Requirements for Structural Tests / Special Inspections**

**Application Number:** 04-118141

**School Name:** Sanata Ana College

**School District:** Rancho Santiago  
Community College

**DSA File Number:** 30-C2

**Increment Number:**

**Date Submitted:** 3/19/2020

<input type="checkbox"/>	5. Testing of reinforcing bars is not required for items given in CBC Section 1910A.2 subject to the requirements and limitations in that section.
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	<b>Welding:</b>
<input checked="" type="checkbox"/>	1. Solid-clad and open-mesh gates with maximum leaf span or rolling section for rolling gates of 10' and apex height less than 8'-0" above lowest adjacent grade. When located above circulation or occupied space below, these gates are not located within 1.5x gate/fence height (max 8'- ") to the edge of floor or roof.
<input checked="" type="checkbox"/>	2. Handrails, guardrails, and modular or relocatable ramps associated with walking surfaces less than 30" above adjacent grade (excluding post base connections per the 'Exception' language in Section 1705A.2.1); fillet welds cannot be ground flush.
<input checked="" type="checkbox"/>	3. Non-structural interior cold-formed steel framing spanning less than 15'-0", such as in interior partitions, interior soffits, etc. supporting only self weight and light-weight finishes or adhered tile, masonry, stone, or terra cotta veneer no more than 5/8" thickness and apex less than 20'-0" in height and not over an exit way. Maximum tributary load to a member shall not exceed the equivalent of that occurring from a 10'x10' opening in a 15' tall wall for a header or king stud.
<input checked="" type="checkbox"/>	4. Manufactured support frames and curbs using hot rolled or cold-formed steel (i.e., light gauge) for mechanical, electrical, or plumbing equipment weighing less than 2000# (equipment only) (connections of such frames to superstructure elements using welding will require special inspection as noted in selected item(s) 19, 19.1 and/or 19.2 located in the Steel/Aluminum category).
<input checked="" type="checkbox"/>	5. Manufactured components (e.g., Tolco, B-Line, Afcon, etc.) for mechanical, electrical, or plumbing hanger support and bracing (connections of such components to superstructure elements using welding will require special inspection as noted in selected item(s) for section 19, 19.1 and/or 19.2 located in the Steel/Aluminum category).
<input checked="" type="checkbox"/>	6. TV Brackets, projector mounts with a valid listing (see DSA IR A-5) and recreational equipment (e.g., playground structures, basketball backstops, etc.) (connections of such elements to superstructure elements using welding will require special inspection as noted in selected item(s) for section 19, 19.1 and/or 19.2 located in the Steel/Aluminum category).
<input checked="" type="checkbox"/>	7. Any support for exempt non-structural components given in CBC Section 1616A.1.18 (which replaces ASCE 7-10, Section 13.1.4) meeting the following: A) when supported on a floor/roof, <40 # and resulting composite center of mass (including component's center of mass) <= 4' above supporting floor/roof, B) when hung from a wall or roof/floor, <20# for discrete units or <5 plf for distributed systems.

4.6(19)

**SA 103: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTORS (SI NAURE)**

**Application Number:** 04-118141


**School Name:** Sanata Ana College

**School District:** Rancho Santiago  
Community College

**DSA File Number:** 30-C2

**Increment Number:**

**Date Submitted:** 3/19/2020

<b>Name of Architect or Engineer in general responsible charge:</b> Yeng-Keong Low	
<b>Name of Structural Engineer (When structural design has been delegated):</b>	
<b>Signature of Architect or Structural Engineer:</b> 	<b>Date:</b> 11-5-2019

<p align="center"><b>DSA STAMP</b></p> <p align="center">IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT APP. 04-118141 INC: REVIEWED FOR SS <input checked="" type="checkbox"/> DIV FLS <input checked="" type="checkbox"/> CHEST ACS <input checked="" type="checkbox"/> DATE: 04.07.2020</p>
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**\*Note:** Do not use secured electronic or digital signatures preventing DSA mark-ups.



4.6 (20)

**A 103: LIST OF REQUIRED VERIFIED REPORTS**

**Application Number:** 04-118141

**School Name:** Sanata Ana College

**School District:** Rancho Santiago  
Community College

**DSA File Number:** 30-C2

**Increment Number:**

**Date Submitted:** 3/19/2020

1. Soils Testing and Inspection: Geotechnical Verified Report Form DSA 293
2. Structural Testing and Inspection: Laboratory Verified Report Form DSA 291
3. Concrete Batch Plant Inspection: Laboratory Verified Report Form DSA 291
4. Post-installed Anchors: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292
5. Shop Welding Inspection: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292
6. Field Welding Inspection: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292
7. High-Strength Bolt Installation Inspection: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292
8. Fire-Proofing Application Inspection: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292

4.6(21)

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

To:	Board of Trustees	Date: October 26, 2020
Re:	Approval of Agreement with Team Inspections – Project Inspector Services for Russell Hall Replacement (Health Sciences Building) at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND**

This is a new agreement for project inspector services for the Russell Hall Replacement (Health Sciences Building) project, including building demolition, at Santa Ana College. In accordance with the Division of the State Architect (DSA) Construction Oversight Process, California Education Code Sections 17309, 17311, 81141, 81143 and Sections 4-333 and 4-342 of Title 24 of the California Code of Regulations the Russell Hall Replacement (Health Sciences Building) project requires inspection services by DSA certified inspectors. The new Health Sciences building will be overseen by a full-time DSA certified Class 1 project inspector during the entire project to ensure construction is in accordance with the DSA approved plans and specifications. In addition, due to the complexity and size of the project, a full-time assistant Class 3 inspector is required for a portion of the main building construction. A Class 3 inspector will be used full-time for the demolition of the Russell Hall building upon the completion of the new Health Sciences building. This is a State funded project and the Russell Hall building is required to be demolished after the completion of the new Health Sciences building.

**ANALYSIS**

A Request for Proposal (RFP) #1920-273 for DSA project inspector services for the Russell Hall Replacement (Health Sciences Building) project at Santa Ana College was solicited on May 4, 2020 from six prequalified firms with a due date of June 4, 2020. The District received four proposals from BPI Inspection Service (Los Angeles); Independent Construction Inspection, Inc. (Valencia); Knowland Construction Services (Rancho Palos Verdes); and Team Inspections (Riverside). A screening panel convened on June 9, 2020 to review the proposals and interviewed DSA inspectors with BPI Inspection Service, Knowland Construction Services and Team Inspections on June 11, 2020 and July 14, 2020. The selection panel unanimously recommends Team Inspections based upon a thorough review and the culmination of their response, experience, team members, reference checks, approach to the project, hourly rate, and interview performance. The selection was also based on consideration of the construction schedule, familiarity with the scope of work, and type of inspection needed for the project. It is recommended that the District enter into an agreement with Team Inspections for project inspector services for the Russell Hall Replacement (Health Sciences Building) project at Santa Ana College.

The services covered by this agreement shall commence October 27, 2020 and end June 30, 2024. The contract includes an hourly, not to exceed fee of \$987,136 based on inspector hourly rates from \$78 - \$98 an hour. The contract hourly rates shall remain the same through the duration of the contract term. The District has reviewed the fee and finds it reasonable, within industry standards and similar to other prequalified inspection firms.

This agreement is funded by Capital Outlay Funds and State Funding.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the agreement with Team Inspections – Project Inspector Services for Russell Hall Replacement (Health Sciences Building) at Santa Ana College as presented.

Fiscal Impact:	\$987,136	Board Date: October 26, 2020
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Adam M. O’Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

# Board Agreement Summary

**Board Date: 10/26/20**

Project: Russell Hall Replacement (Health Sciences Building)

Site: **Santa Ana College**

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**Consultants: Team Inspections**

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Type of Service: Project Inspector Services

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<b>Agreement Summary</b>	<b>Amount</b>	<b>Reimbursables</b>	<b>Start</b>	<b>Duration</b> <b>End</b>
Original Contract Amount	\$987,136.00		10/27/2020	6/30/2024
<b>Total Agreement Amount</b>	\$987,136.00			

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**AGREEMENT NO: 0385.00/ DESCRIPTION:**

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This agreement #0385.00 is incorporated herein by reference and included as part of the agenda.

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**Total Proposed Amount:** **\$987,136.00**

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**Contract End Date:** **6/30/2024**

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

To:	Board of Trustees	Date:	October 26, 2020
Re:	Reject all Bids for Bid #1388 – Welding Concrete Masonry Unit Wall Extension Project at Santa Ana College		
Action:	Request for Approval		

**BACKGROUND**

This is a recommendation for the rejection of Bid #1388 – Welding Concrete Masonry Unit (CMU) Wall Extension project at Santa Ana College. This project is an extension to the CMU wall just east of the exterior welding yard area adjacent Building J, to increase the height by two feet to mitigate arc flashing from the exterior welding stations during class activities. Per Board Policy and Administrative Regulation *6601 Facility Modification and New Construction*, Santa Ana College requested and desires to add new exterior lighting and 120 volt electrical outlets for class equipment, power tools, etc. and the CMU wall would be able to accommodate the expansion for a new 120 volt run along the wall. The increase of the wall height is the first phase of work which will allow the exterior welding stations to move further away from the building closer to the wall, as the current stations are too close to the existing building and have insufficient walking space around the stations which is a trip hazard to students. In the future, additional lighting will also be added to the CMU wall to facilitate further exterior instructional use in areas that have insufficient lighting at this time and to provide a safer working environment for the evening classes.

**ANALYSIS**

In accordance with the California Uniform Public Construction Cost Accounting Act (CUPCCAA), Bid #1388 for the Welding Concrete Masonry Unit Wall Extension project at Santa Ana College was advertised on the District's website and a Notice of Inviting Bid was sent to 133 contractors from the District's qualified contractors list on August 26, 2020.

A mandatory job walk was conducted on September 9, 2020, and there were five attendees. Bids were opened on September 23, 2020, as noted on the attached bid summary. The District received two bids for the project. Golden Gate Steel, Inc. dba Golden Gate Construction (Norwalk) submitted the lowest apparent responsive bid in the amount of \$71,865.00. On September 28, 2020, Golden Gate Steel, Inc. dba Golden Gate Construction requested to be released from its bid due to a bidding clerical error. Legal counsel, Kimble Cook, has reviewed the bids, letters and bid information and consulted with District staff. Per Public Contract Code section 5100 et seq., the District has agreed to allow Golden Gate Steel, Inc. dba Golden Gate Construction to withdraw its bid.



At this time, the District recommends rejecting all bids. Staff is currently re-evaluating the scope of work, the budget, and construction schedule, and does not recommend awarding the bid at this time. Per Board Policy 6603, regarding Informal Bidding Procedures, the Vice-Chancellor of Business Operations/Fiscal Services has rejected all bids under the authority of CUPCCAA.

**RECOMMENDATION**

It is recommended the Board of Trustees reject all bids for Bid #1388 - Welding Concrete Masonry Unit Wall Extension Project at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: October 26, 2020
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	



**Facility Planning, District Construction and Support Services**  
2323 North Broadway, Suite 112  
Santa Ana, CA 92706-1640

**BID SUMMARY**

<b>BID #1388</b>	<b>PROJECT:</b> Welding CMU Wall Extension at Santa Ana College	<b>TIME: 2:00 P.M.</b> <b>DATE: September 23, 2020</b>
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**REJECT ALL BIDS**

<b>BIDDERS</b>	<b>TOTAL BASE BID AMOUNT</b>
Golden Gate Steel Inc dba Golden Gate Construction 14709 Carmenita Rd. Norwalk, CA 90650	\$71,865  9/25/20 submitted a request to withdraw bid proposal. 9/28/20 District consents to withdrawal of bid.
Klassic Engineering & Construction Inc 250 S Tustin Avenue Orange, CA 92866	\$218,000

**2 TOTAL BIDDERS**

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

To:	Board of Trustees	Date: October 26, 2020
Re:	Approval of Agreement with Cosco Fire Protection, Inc.– Fire Protection System Testing, Inspection, Maintenance, and Monitoring Services District-wide	
Action:	Request for Approval	

**BACKGROUND**

This is a new agreement for district-wide fire alarm and fire sprinkler (“Fire Protection”) testing, inspection, maintenance, and monitoring services. In accordance with Board Policy and Administrative Regulation 6520 *Security for District Property*, the District’s Safety and Security Department is required to ensure the continued protection of life and property, including conducting the annual testing of fire protection systems, annual certifications and other required testing, inspection, maintenance, and monitoring services for the continuous and necessary functioning of fire protection systems across buildings. The Safety and Security Department took over these services of responsibility in 2016 as the main point of contact for the District. After further assessment of the scope of work needed to ensure continued and proper testing, inspection, maintenance and monitoring that is required for all buildings for fire protection systems, it was determined that it would be in the best interest of the District to undertake a new Request for Qualifications/Request for Proposals to find a qualified service contractor who could provide these services across the District. These services are critical and must remain current in order to undertake all the necessary maintenance and repairs needed to ensure proper fire life protection systems across all District buildings are fully functional at all times.

As required by the California Code of Regulations (CCR), California Fire Code (CFC), Division of the State Architect (DSA), and the National Fire Protection Association (NFPA), the District is required to conduct fire protection testing, inspections, maintenance, and monitoring, at regular intervals. This service contract will provide these services for all fire alarm and fire sprinkler equipment at the District properties: Centennial Education Center, Digital Media Center, District Operations Center, Santa Ana College, Santiago Canyon College, and Orange County Sheriff’s Regional Training Academy.

Additionally, the service contractor must be a certified Notifier contractor. Notifier by Honeywell, manufactures fire and emergency communication systems currently operating in numerous District buildings. Due to the proprietary nature of the fire system, only licensed technicians can perform maintenance and repair services throughout the District. The services to be covered by the contractor will allow the District’s Safety and Security Department to manage one vendor who could provide unilaterally consistent testing, inspection, maintenance and monitoring services that can meet the required testing schedule for all sites.

The service contractor will undertake services for fire alarm panels, smoke detectors, heat detectors, manual pull stations, horn/strobe components, area speakers, duct smoke detectors, fire

dampers, combo smoke/fire dampers, mass notification systems, fire water pumps, fire sprinkler riser assemblies, fire hydrants, dual check detector assemblies, position-indicating valves, kitchen fume hood systems, beam detectors, sprinkler bells, tamper flow switches, fire hose systems, fire department connections, smoke control doors and grills, and other specialty fire protection systems such as fire suppression systems and smoke evacuation systems.

The service contractor will also provide district-wide fire alarm remote monitoring services to oversee all fire alarm panel signals and will coordinate with the local fire authority dispatch services. The service contractor will also provide regular and emergency repair services that may be necessary, after conducting testing and inspection services, as directed by the Chief of District Safety and Security and coordinated with the District's fire protection consultant and the campus maintenance personnel to ensure a continuous functional and fully operational fire protection system.

### **ANALYSIS**

The District in consultation with legal counsel, Sherman Wong, Public Agency Law Group, developed a Request for Qualifications/Request for Proposal (RFQ/RFP) #1920-263 and it was released for advertisement on June 21, 2020 with a due date of August 28, 2020 to thirty-seven (37) interested vendors. It was also advertised in the Orange County Register on June 21, 2020 and June 28, 2020, on the District's website and on the Coalition for Community Colleges Foundation (CCFC) website. The District received two (2) proposals from Cosco Fire Protection, Inc. (Brea) and VFS Fire & Security Services (Orange). A screening panel of seven members convened on September 1, 2020 to review both proposals and determined that VFS Fire & Security Services did not meet the required Notifier certification to service the fire alarm systems. The panel decided to conduct an interview with Cosco Fire Protection, Inc. on September 15, 2020. The selection panel unanimously recommends Cosco Fire Protection, Inc. based upon a thorough review and the culmination of their response, experience, team members, approach to the project, and fee.

The services covered by this agreement shall commence October 27, 2020 and end October 26, 2023. The contract is a total not to exceed fee of \$1,061,600 for three years with two (2) annual options for renewal should the District elect to renew such contract.

The total three-year (3) year breakdown is fixed as follows:

Year 1 (October 27, 2020 – October 26, 2021):	\$187,200
Year 2 (October 27, 2021 – October 26, 2022):	\$187,200
Year 3 (October 27, 2022 – October 26, 2023):	\$187,200
Repair Allowance per the terms of the RFQ/RFP:	<u>\$500,000</u>
 Total Not to Exceed (Years 1-3):	 \$1,061,600

The RFQ/RFP outlined a three (3) year contract duration based on the scope of work that is required across all buildings and fire protection systems involved. The screening panel reviewed the fee and determined it to be reasonable and within industry standards for the scope of work outlined in the RFQ/RFP and the duration of time requested for all fire protective systems to be tested and repaired if necessary.

This agreement is funded by One-Time Safety Funds.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the agreement with Cosco Fire Protection, Inc.  
– Fire Protection System Testing, Inspection, Maintenance, and Monitoring Services District-wide as presented.

Fiscal Impact:	\$1,061,600	Board Date: October 26, 2020
Prepared by:	Michael Toledo, Interim District Chief of Safety and Security Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

# Board Agreement Summary

**Board Date: 10/26/20**

Project: Fire Protection System Testing, Inspection, Maintenance, and Monitoring Site: **District-wide**

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Consultants: **Cosco Fire Protection, Inc.**

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Type of Service: Fire Protection System Testing, Inspection, Maintenance, and Monitoring Services

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<b>Agreement Summary</b>	<b>Amount</b>	<b>Reimbursables</b>	<b>Start</b>	<b>Duration</b> <b>End</b>
Original Contract Amount	\$1,061,600.00		10/27/2020	10/26/2023
<b>Total Agreement Amount</b>	<b>\$1,061,600.00</b>			

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**AGREEMENT NO: 0387.00/ DESCRIPTION:**

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This agreement #0387.00 is incorporated herein by reference and are included as part of the agenda.

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**Total Proposed Amount: \$1,061,600.00**

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**Contract End Date: 10/26/2023**

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

To:	Board of Trustees	Date:	October 26, 2020
Re:	Approval of Foundation for California Community Colleges (FCCC) Administrative Services Agreement No. 00002304 with Gold Star Technologies		
Action:	Request for Approval		

**BACKGROUND**

In anticipation of construction completion of the new Science Center and Johnson Student Center buildings at Santa Ana College, planning continues on the procurement of equipment. Purchasing Services has identified a contract that the Foundation for California Community Colleges (FCCC) has entered into with Gold Star Technologies, which would allow the purchase of telephones and peripheral items. The FCCC, in an effort to assist all California Community Colleges, has negotiated a system-level agreement that is piggybackable under Contract Code §20661. The District would like to utilize the Administrative Services Agreement No. 00002304 for the initial procurement. In order to utilize this agreement, Board of Trustees approval is required.

**ANALYSIS**

Utilization of the FCCC Administrative Service Agreement No. 00002304 will allow the District to purchase district-wide standard Cisco telephones including peripheral items offered by Gold Star Technologies and available through the agreement and on as-needed basis. The agreement is in accordance with the terms and conditions negotiated by FCCC and meets all legal requirements allowing California Community Colleges to piggyback. This agreement provides discounts ranging from 2% - 72% depending on the quantity and is effective through July 19, 2022. The initial purchase of telephones and peripheral items is to be determined.

Attached are excerpts from the FCCC contract. The remaining pages are available for review in the Purchasing Services Department.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the District's use of the Foundation for California Community Colleges (FCCC), Administrative Services Agreement No. 00002304 with Gold Star Technologies, including renewals, future addendums, supplements, and extensions on an as needed basis as presented.

Fiscal Impact:	To be Determined	Board Date:	October 26, 2020
Prepared by:	Linda Melendez, Director, Purchasing Services		
Submitted by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Marvin Martinez, Chancellor		



FOUNDATION for CALIFORNIA  
COMMUNITY COLLEGES

*www.foundationccc.org*

## FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES ADMINISTRATIVE SERVICES AGREEMENT

**00002304**

This ADMINISTRATIVE SERVICES AGREEMENT (“Agreement”) is made this **23<sup>rd</sup> day of July 2019** (“Effective Date”), between the Foundation for California Community Colleges (“Foundation”) and **Gold Star Technologies** (“Supplier”).

### RECITALS

**WHEREAS**, the Foundation for California Community Colleges (“Foundation”) is the official auxiliary organization for the California Community College (“CCC”) Board of Governors, Chancellor’s Office, and CCC system. It is a private, non-profit 501(c)(3) organization. The Foundation was formed and began operations in the spring of 1998-after the Board of Governors of the CCC had disassociated with the prior California Community Colleges Foundation in late 1997; and

**WHEREAS**, Los Angeles Community College District (“LACCD”), a California higher education system, has entered into a Master Agreement dated April 6, 2017, attached hereto as Exhibit A (“Master Agreement”) by and between LACCD and Supplier, as may be amended from time to time in accordance with the terms thereof, for the purchase of Network, Servers, Storage and Peripheral Equipment, as more fully described in the Master Agreement (“**Product**”); and

**WHEREAS**, Supplier desires to make the Master Agreement available to California community colleges, which are supported, in part, by the Foundation and the parties desire to add and incorporate by reference, the terms in this Agreement, into the terms of the Master Agreement; and

**WHEREAS**, The Foundation developed, supports, and operates collegebuys.org (“CollegeBuys”), a cooperative purchasing program designed to pool the purchasing power of public and private schools across the nation and, as a result, the Foundation is in a unique and valuable position to provide Supplier with marketing and promotional services for the Product; and

**WHEREAS**, CollegeBuys was established in 1999 and represents over 1800 colleges and universities nationwide and is the largest higher education purchasing consortium nationwide. CollegeBuys focuses on facilities and construction related material and equipment; technology hardware, software and other technology; and higher education related products and services; and

**WHEREAS**, CollegeBuys seeks to improve the overall value and selection process of various facilities items, while leveraging the buying power of and providing a purchasing forum for educational institutions and public agencies. Some agreements will be based upon competitively bid vehicles through a lead agency,



utilizing a thorough and business focused process which will raise the performance of the ultimate solution for these entities. Some Foundation agreements may not require a competitive solicitation through a lead agency.

**THEREFORE**, in consideration of the payments to be made and the mutual covenants contained in this Agreement, the Foundation and Supplier agree as follows:

## **1. TERMS AND CONDITIONS**

### **1.1 Obligations of the Foundation.**

1.1.1 Promotional Services. The Foundation shall utilize CollegeBuys in order to publicize and promote the availability of the Product under the Master Agreement (“Promotional Services”) with all California Community Colleges.

### **1.2 Obligations of Supplier.**

1.2.1 In consideration of the Foundation’s promotional services described in Paragraph 1.1.1 above, Supplier shall pay the Foundation the Administrative Fee pursuant to section 3 of this Agreement.

1.2.2 Supplier shall comply with the Supplier Commitments attached hereto and incorporated herein as Exhibit B.

1.2.3 Supplier shall comply with the Supplier Program Standards attached hereto and incorporated herein as Exhibit C.

1.2.4 Supplier’s failure to maintain the Commitments or comply with the Program Standards identified in Exhibits B and C, respectively, shall be a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, is cause for termination of this Agreement at the Foundation's sole discretion.

1.2.5 Upon request, Supplier shall make available to potential Participating Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary to evaluate potential purchases. Supplier authorizes the Foundation’s use of Supplier’s name, trademarks, and materials in promoting the use of the Master Agreement and purchasing program.

1.3 Insurance. Upon request within ten (10) days of formal commitment to utilize the Agreement, the Supplier and each Subcontractor identified in its Subcontractors List issued by the Supplier shall deliver to the agency taking part in the agreement Certificates of Insurance evidencing the insurance coverage in the minimum amounts noted below. The foregoing notwithstanding, a Participating Agency may require additional or different insurance coverage or minimum amounts in connection with the use of the agreement. In such event, such additional or different insurance requirements shall be noted in writing from the Participating Agency, and the Supplier shall comply with the same.

1.3.1 Workers’ Compensation Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Workers’ Compensation Insurance with coverage amounts under such policies in accordance with applicable law.

- 1.3.2 Commercial General Liability Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Commercial General Liability Insurance Policies covering: injuries, including accidental death, to persons, damage to property, completed operations, and contractual liability. Minimum coverage amounts under each such Commercial General Liability insurance policy shall be One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
- 1.3.3 Modifications; Cancellation; Additional Insured. Each Participating Agency hereunder shall be additional named insured to the Commercial General Liability insurance policies of the Supplier and its Subcontractors. The Workers' Compensation insurance policy and the General Liability insurance policy of the Supplier and each Subcontractor shall include provisions that the policy terms will not be materially modified and the policy will not be cancelled or terminated without at least thirty (30) days advance written notice to the Participating Agency, as applicable.

## 2. SPECIFIC PROVISIONS

- 2.1 Term. This Agreement shall be coterminous with the Term agreed upon in Exhibit A, between LACCD and Supplier.
- 2.2 Right to Terminate. Foundation has the right to terminate this Agreement for any reason, without penalty, at any time by providing Supplier with written notice of the termination at least thirty (30) days in advance.
- 2.3 Terms and Conditions in Master Agreement. The terms and conditions of the Master Agreement, attached as Exhibit A, shall apply and are incorporated by reference into this Agreement except as otherwise provided in this Agreement.
- 2.4 Use of Logo. The Foundation's prior review and written approval is required for any use of the Foundation or CollegeBuys name or logo by the Supplier in marketing materials including but not limited to: press releases, print pieces, broadcast emails, and website postings.

## 3. QUARTERLY FEES & REPORTING

- 3.1 Quarterly Administrative Fee. Supplier shall pay Foundation a quarterly administrative fee in the amount of 2% of the total purchase invoice, less taxes, additional services (excluding included services) and transportation for all purchases of Participating Public or Private Agencies under said Master Agreement and provide the Foundation with an electronic accounting report, in a format prescribed by the Foundation, summarizing all purchases under the Agreement. A sample of the reporting format appears at Exhibit D. Quarterly reports are due within fifteen (15) calendar days after the conclusion of the preceding quarter. Quarterly administrative fees applicable to each quarter, are due within thirty (30) days of the end of each calendar quarter. The Foundation reserves the right, upon thirty (30) days advance notice to the Supplier, to change the prescribed reporting format. Administrative fee payments shall be made by check to the Foundation for California Community Colleges.
- 3.2 Accounting. Supplier shall at its expense maintain an accounting of all purchases made by Participating Public and Private Agencies. The Foundation reserves the right to audit the accounting for a period of four (4) years from the date the Foundation receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by the

Foundation. Quarterly reports and the administrative fee applicable to each quarter, as described in item 16 above, are due within thirty (30) days of the end of each calendar quarter.

- 3.3 Material Breach. Failure to provide a quarterly report within fifteen (15) days and payment within thirty (30) days, as specified in Paragraph 3.2 shall be regarded as material breach under this Agreement, and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Agreement at the Foundation's sole discretion. All administrative fees not paid within sixty (60) days of the end of each quarter shall bear interest at the rate of one and one half percent (1.5 %) per month until paid.
- 3.4 Errors and Omissions on Quarterly Reporting and Overpayment of Administrative Fee to the Foundation. Supplier is provided ninety (90) days or until the conclusion of the subsequent quarter (whichever comes first) from when a quarterly report was due or submitted, to correct error(s) and/or omission(s) on a quarterly report; and/or to recover an overpayment of the administrative fee from the Foundation. Once the ninety (90) days or the conclusion of the subsequent quarter (whichever comes first) has lapsed, the Foundation reserves the right to retain the amount of the overpaid administrative fee. The Foundation also reserves the right to recover any unpaid administrative fee(s) from the Supplier discovered during an audit conducted pursuant to Section 3.1 above, and/or the correction of error(s) and/or omission(s) on quarterly report(s).
- 3.5 Right to Compare Records. The Foundation or its designee may, at the Foundation's sole discretion, compare Participating Agency records with quarterly reports submitted by Supplier. If there is a discrepancy, the Foundation will notify the Supplier in writing. The Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to the Foundation's reasonable satisfaction. If the Supplier does not resolve the said discrepancy, the Foundation shall have the right to engage outside services to conduct an independent audit of the Supplier's quarterly reports. The Supplier shall be obligated to reimburse any and all of the Foundation's costs and expenses related to or connected with the review of records and reports; the audit; Foundation staff time; and expenses, counsel, and collection.

#### **4. GENERAL PROVISIONS**

- 4.1 Purchasing. With respect to any purchases by a Participating Agency pursuant to the Agreement, the Foundation: (i) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of the Supplier or such Participating Agency; (ii) shall not be obligated, liable or responsible for any order made by Participating Agency or any employee thereof under the Agreement, or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable, or responsible for any failure by any Participating Agency to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the Agreement. The Foundation makes no representation or guaranty with respect to any minimum purchases by any Participating Agency or any employee thereof under this Agreement.
- 4.2 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- 4.3 Modification and Waiver. Except as provided otherwise herein, this Agreement may not be modified except by a writing signed by an authorized representative of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an

authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision shall not constitute a waiver of such provision on any other occasion unless expressly so agreed in writing.

4.4 Assignment. Neither party may assign this Agreement without the prior written consent of the other party which shall not be unreasonably withheld. The consent requirement shall not apply to an assignment to a successor corporation in the event of a merger or acquisition. Further, each party may assign this Agreement without consent to any of its affiliates. Subject to the foregoing, this Agreement will be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

4.5 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatsoever.

4.6 Notices. All reports, notices, and other written or electronic communications given under this Agreement shall be delivered by email or by express delivery requiring signature on receipt to the addresses as set forth below. The Foundation may, by written or electronic notice delivered to the Supplier, designate any different electronic or physical addresses to which subsequent reports, notices or other communications shall be sent.

4.6.1 Foundation

**Foundation for California Community Colleges**

1102 Q Street, Suite 3500

Sacramento, CA 95811

Attn: **Jorge J.C. Sales**

**Director of Collaborative Services**

Email: [jsales@foundationccc.org](mailto:jsales@foundationccc.org)

4.6.2 Supplier

**Golden Star Technology Inc. (DBA: GST)**

Address: 12881 166<sup>th</sup> Street, Cerritos, CA 90703

Attn: Dennis Wang, Chief Operating Officer

Phone: 562-345-8700, ext. 8711

Email: [dpwang@gstes.com](mailto:dpwang@gstes.com)

4.6.3 Written notice shall be deemed to have been duly served if delivered at or sent by registered or certified mail to the address provided by Supplier in Paragraph 4.4.2 above.

4.7 Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento, subject to transfer of venue under applicable State law.

4.8 General Indemnity. Each party to this Agreement (“Indemnitor”) shall defend, indemnify, and hold harmless the other and its agents, representatives, officers, consultants, employees (collectively “Indemnitees”) from any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to, attorney’s fees and costs including fees of consultants)

of any kind, nature and description (collectively “Claims”) brought by an unaffiliated third party, that results in a judgment awarded by a court of competent jurisdiction, or as part of a final settlement, and that directly arises out of, is connected with, or results from, the gross negligence, or willful misconduct of the Indemnitor or its agents or employees in the performance of or failure to perform Indemnitor’s obligations under this Agreement and that results in death or personal physical injury, or damage to tangible personal property suffered or incurred by the Indemnified Party. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

- 4.9 Limitation of Liability. In no event shall either parties’ aggregate liability arising out of or related to this Agreement, whether in contract, tort, or under any other theory of liability exceed the amounts paid by the Foundation for California Community Colleges under this Agreement.
- 4.10 Damages. Notwithstanding anything stated herein to the contrary, neither party shall not be liable for any special, consequential, indirect or incident damages, including but not limited to lost profits in connection with this Agreement.
- 4.11 Independent Parties. This Agreement does not constitute, give effect to, or otherwise imply a joint venture, pooling arrangement, partnership, or formal or informal business organization of any kind, or (except as expressly set forth herein) any sort of agency relationship between the parties. Neither party will, or will have the power to, bind the other party to any third party without the prior written consent of the other party. The relationship of Supplier and the Foundation under this Agreement is that of independent contractors. Neither party (the “Acting Party”) will have the authority to make any agreement or commitment, or incur any liability on behalf of the other party, nor shall such other party be liable for any acts, omissions to act, contracts, commitments, promises, or representations made by the Acting Party. Except as expressly set forth herein, this Agreement does not restrict either party from conducting business with any third party.
- 4.12 Precedence. This Agreement and any exhibits constitutes the entire, complete, final, and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between Foundation and Supplier regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this Agreement are hereby deemed rejected by Foundation and shall not be of any effect or in any way binding upon the Foundation. To the extent that the terms and conditions of this Agreement conflict with, or are in any way inconsistent with, the terms and conditions of any exhibit hereto, the terms and conditions of this Agreement will prevail. The exhibits will be given precedence as follows: (1) Foundation’s Administrative Services Agreement; (2), Master Agreement between Supplier and LACCD; (3) Exhibits of this Agreement beyond the aforementioned.
- 4.13 Good Faith Cooperation. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
- 4.14 Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

4.15 Authorized Representative. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective Parties, and by their signatures to bind the respective Parties to this Agreement.

IN WITNESS WHEREOF, the Foundation for California Community Colleges has caused this Agreement to be executed in its name, and the Supplier has caused this Agreement to be executed in its name, all as of the Effective Date.

**FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES**

Julian Roberts  
Julian Roberts (Jul 29, 2019)



By Julian Roberts

By Joseph Quintana

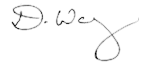
Title Chief Financial Officer

Title Chief Operating Officer

Date Jul 29, 2019

Date Jul 29, 2019

**SUPPLIER**



By Dennis Wang

Title Chief Operating Officer

Date Jul 29, 2019

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

To: Board of Trustees	Date: October 26, 2020
Re: Approval of Foundation for California Community Colleges (FCCC) Master Services Agreement No. 00003750 with Olympus America, Inc.	
Action: Request for Approval	

**BACKGROUND**

In anticipation of construction completion of the new Science Center and Russell Hall Replacement (Health Sciences) buildings at Santa Ana College, planning continues on the procurement of equipment. Purchasing Services has identified a contract that the Foundation for California Community Colleges (FCCC) has entered into with Olympus America, Inc., which would allow the purchase of microscopes. The FCCC, in an effort to assist all California Community Colleges, has negotiated a system-level agreement that is piggybackable under Contract Code §20661. The District would like to utilize the Master Services Agreement No. 00003750 for the initial procurement. In order to utilize this agreement, Board of Trustees approval is required.

**ANALYSIS**

Utilization of the FCCC Master Service Agreement No. 00003750 will allow the District to purchase various configurations of microscopes and ancillary parts offered by Olympus America, Inc. and available through the agreement and on as-needed basis. The agreement is in accordance with the terms and conditions negotiated by FCCC and meets all legal requirements allowing California Community Colleges to piggyback. This agreement provides discounts ranging from 10% - 35% depending on the quantity and is effective through August 31, 2023. The initial purchase of microscopes and ancillary parts is estimated to be \$534,071 excluding taxes, shipping, delivery, un-packing, set-up, calibrations, training and demonstrations, which will be determined when the order is placed.

Attached are excerpts from the FCCC contract. The remaining pages are available for review in the Purchasing Services Department.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the District's use of the Foundation for California Community Colleges (FCCC) Master Services Agreement No. 00003750 with Olympus America, Inc., including renewals, future addendums, supplements, and extensions on an as needed basis as presented.

Fiscal Impact:	Estimated \$534,071 for Initial Purchase	Board Date: October 26, 2020
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

# CollegeBuys

## Master Services Agreement



Agreement No. 00003750

This Master Services Agreement (“Agreement”) is entered into between the Foundation for California Community Colleges, a California 501(c)(3) nonprofit organization, (“Foundation”) and Olympus America Inc., a California corporation, (“Supplier”).

By signing this Agreement, the Parties acknowledge their acceptance of all the terms and conditions in this Agreement and any exhibits attached hereto (collectively the “Agreement”).

The term of this Agreement is September 1, 2020 thru August 31, 2023.

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A	Recitals	Page 2
Exhibit B	Terms and Conditions	Page 3
Exhibit C	Special Terms and Conditions	Page 7
Exhibit D	Notices	Page 9
Exhibit E	General Provisions	Page 10
Exhibit F	Products and Services	Page 12
Exhibit G	Supplier Commitment & Program Standards	Page 33
Exhibit H	Sample Quarterly Report Form	Page 35
Exhibit I	Cooperative Utilization	Page 36
Exhibit J	Contract Amendments/Modifications	Page 45
Exhibit K	Product Liability Indemnity	Page 46
Exhibit L	Infringement Indemnity	Page 47
Exhibit M	Limited Warranty	Page 48
Exhibit N	Olympus Return Goods Policy	Page 51

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### THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

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OLYMPUS AMERICA INC.

FOUNDATION FOR CALIFORNIA  
COMMUNITY COLLEGES

By:   
Lee S. Wagstaff (Sep 15, 2020 19:57 PDT)

By: 

Print Name: Lee Wagstaff

Print Name: Jorge J.C. Sales

Title: Vice President - Sales & Marketing Americas, Life Science

Title: Executive Director, Program Development

Date: Sep 15, 2020

Date: Sep 14, 2020

SUPPLIER – second signature if applicable

FOUNDATION FOR CALIFORNIA  
COMMUNITY COLLEGES – signature 2 if applicable

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

By: 

Print Name: \_\_\_\_\_

Print Name: Joseph Quintana

Title: \_\_\_\_\_

Title: Chief Operating Officer

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

Date: Sep 14, 2020



**EXHIBIT A**  
**(Master Services Agreement)**

**RECITALS**

1. **WHEREAS**, the Foundation is a 501(c)(3) nonprofit organization and established the official auxiliary organization for the California Community College Board of Governors and the California Community Colleges Chancellor's Office in accordance with California Education Code 72670.5 and may enter into systemwide agreements on behalf of the California Community Colleges in accordance with California Public Contract Code 20661;
2. **WHEREAS**, the Foundation developed, supports, and operates CollegeBuys, a cooperative purchasing program designed to pool the purchasing power of public and private schools across the nation and, as a result, the Foundation is in a unique and valuable position to provide Supplier with marketing and promotional services for Supplier's products and/or services;
3. **WHEREAS**, the Foundation has determined that it is a benefit to establish a Master Agreement with established suppliers so that any or all California public agencies, public and private school districts, or public and private colleges or universities may purchase products at prices stated in this Agreement;
4. **WHEREAS**, Supplier provides medical technologies, cameras and audio products, as agreed upon in this Agreement and attached hereto as Exhibit F;
5. **WHEREAS**, Supplier desires to make this Master Agreement available to any and all public agencies, public and private school districts, as well as public and private colleges or universities in California (hereinafter referred to individually as "Participating Agency" or collectively as "Participating Agencies"), specifically including California Community Colleges, which are supported, in part, by the Foundation; and
6. **WHEREAS**, Foundation seeks to offer and raise awareness of Supplier's products and/or services to Participating Agencies in exchange for an administrative fee.

**EXHIBIT B**  
**(Master Services Agreement)**

**TERMS AND CONDITIONS**

1. Master Agreement. The Agreement of the parties consists of this Master Agreement (including the above recitals and these Terms and Conditions) and all Exhibits attached hereto or subsequently signed by the parties. This Master Agreement and all applicable Exhibits are hereinafter collectively referred to as the “Agreement.” In the event of a conflict between the Terms and Conditions and any Exhibits, the Terms and Conditions shall take precedence.
2. Products and Services Ordered. Subject to the terms of this Agreement, Foundation will provide this Master Agreement to interested Participating Agencies for the services and or products identified in Exhibit F.
3. Administration. Foundation shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Agreement as set forth herein, and Supplier hereby agrees that Foundation shall act in the capacity of administrator of purchases under the Agreement.
4. Purchasing. With respect to any purchases by Participating Agencies pursuant to the Agreement, Foundation: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, or said Participating Agency; (ii) shall not be obligated, liable or responsible for any order made by Participating Agencies or any employee thereof under the Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any Participating Agencies to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the Agreement. Foundation makes no representation or guaranty with respect to any minimum purchases by any Participating Agencies or any employee thereof under this Agreement.
5. Term.
  - a. This Agreement shall begin on September 1, 2020 (“Effective Date”) and shall terminate on August 31, 2023, unless extended in accordance with term 5(b) below.
  - b. The Foundation and Supplier, upon mutual consent, shall have the option to extend the Term for two (2) additional one (1) year periods (“the Extended Term”). If the option for the Extended Terms are exercised, all terms and conditions set forth herein shall be applicable to the Extended Terms, except as expressly modified by written modifications duly executed on behalf of the Foundation and Supplier. In the event that any of, or a portion of, the extension options are not exercised and additional time is required by the Foundation to initiate a new Term extension or subsequent Agreement, Supplier agrees to continue to provide goods and/or services to the Participating Agencies on a month to month basis, for a period not to exceed six (6) months, at the prices, terms and conditions currently at the Agreement expiration date.

6. Termination. This Agreement may be terminated by either Party for any reason, without penalty, at any time by providing the non-terminating Party with written notice of the termination at least thirty (30) days in advance; however, termination of this Agreement shall not terminate or otherwise effect an existing Agreement entered into between Supplier and Participating Agency.
7. Payment Terms. The Participating Agency will pay Supplier Net thirty (30) days from the date of invoice. The payment obligations of the purchaser shall be set forth in the Agreement attached herein addressing the specific service and or product being ordered. Also, see Quarterly Fees & Reporting below for specific requirements.
8. Assignment. The Foundation's rights and obligations hereunder may be assigned at Foundation's sole discretion to an existing or newly established legal entity that has the authority and capacity to perform Foundation's obligations hereunder. Supplier may assign its rights and obligations hereunder to an existing or newly established legal entity that has the authority and capacity to perform Supplier's obligations hereunder with the prior written consent of the Foundation.
9. Use of Logo. The Foundation's prior review and written approval is required for any use of the Foundation or CollegeBuys name or logo by the Supplier in marketing materials including but not limited to: press releases, print pieces, broadcast emails, and website postings.
10. Insurance. Upon request within ten (10) days of formal commitment to utilize the Agreement, the Supplier and each Subcontractor identified in its Subcontractors List issued by the Supplier shall deliver to the agency taking part in the agreement Certificates of Insurance evidencing the insurance coverage in the minimum amounts noted below. The foregoing notwithstanding, a Participating Agency may require additional or different insurance coverage or minimum amounts in connection with the use of the agreement. In such event, such additional or different insurance requirements shall be noted in writing from the Participating Agency, and the Supplier shall comply with the same.
  - a. Workers' Compensation Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Workers' Compensation Insurance with coverage amounts under such policies in accordance with applicable law.
  - b. Commercial General Liability Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Commercial General Liability Insurance Policies covering: injuries, including accidental death, to persons, damage to property, completed operations, and contractual liability. Minimum coverage amounts under each such Commercial General Liability insurance policy shall be One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
  - c. Modifications; Cancellation; Additional Insured. Each Participating Agency hereunder shall be additional named insured to the Commercial General Liability insurance policies of the Supplier and its Subcontractors. The Workers' Compensation insurance policy and the General Liability insurance policy of the Supplier and each Subcontractor shall include provisions that the policy terms will not be materially modified and the policy will not be cancelled or terminated without at least thirty (30) days advance written notice to the Participating Agency, as applicable.
11. Special Provisions.

a. Promotion.

- i. Supplier Commitments. Supplier has reviewed, understands and agrees to the Supplier Commitments and Program Promotion attached hereto and incorporated herein as Exhibit G.
- ii. Availability of Master Agreement. Upon request, Supplier shall make available to interested Participating Agencies a copy of the Master Agreement as may be necessary for such agencies to evaluate potential purchases.

b. Quarterly Fees & Reporting.

- i. Quarterly Administrative Fee. Supplier shall pay Foundation a quarterly administrative fee in the amount of 2% of the total purchase invoice, less taxes, additional services (excluding included services) and transportation for all purchases of Participating Agencies under said Master Agreement and provide the Foundation with an electronic accounting report, in a format prescribed by the Foundation, summarizing all purchases under the Agreement. A sample of the reporting format appears at Exhibit H. Quarterly reports are due within thirty (30) calendar days after the conclusion of the preceding quarter. Quarterly administrative fees applicable to each quarter, are due within thirty (30) days of the end of each calendar quarter. The Foundation reserves the right, upon thirty (30) days advance notice to the Supplier, to change the prescribed reporting format. Administrative fee payments shall be made by check to the Foundation for California Community Colleges.
- ii. Accounting. Supplier shall at its expense maintain an accounting of all purchases made by Participating Agencies. The Foundation reserves the right to audit the accounting for a period of three (3) from the date the Foundation receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by the Foundation. Quarterly reports and the administrative fee applicable to each quarter, as described in Term 9.1 above, are due within thirty (30) days of the end of each calendar quarter
- iii. Material Breach. Failure to provide a quarterly report and or payment of the administrative fee within the time and manner specified in item 11(b)(i) shall be regarded as material breach under this Agreement, and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Agreement at the Foundation's sole discretion. All administrative fees not paid within sixty (60) days of the end of each quarter shall bear interest at the rate of one and one-half percent (1.5 %) per month until paid.

- iv. Errors and Omissions on Quarterly Reporting and Overpayment of Administrative Fee to the Foundation. Supplier is provided ninety (90) days or until the conclusion of the subsequent quarter (whichever comes first) from when a quarterly report was due or submitted, to correct error(s) and/or omission(s) on a quarterly report; and/or to recover an overpayment of the administrative fee from the Foundation. Once the ninety (90) days or the conclusion of the subsequent quarter (whichever comes first) has lapsed, the Foundation reserves the right to retain the amount of the overpaid administrative fee. The Foundation also reserves the right to recover any unpaid administrative fee(s) from the Supplier discovered during an audit conducted pursuant to Section 11(b)(ii) above, and/or the correction of error(s) and/or omission(s) on quarterly report(s).
  
- v. Right to Compare Records. The Foundation or its designee may, at the Foundation's sole discretion, compare Participating Agency records with quarterly reports submitted by Supplier. If there is a discrepancy, the Foundation will notify the Supplier in writing. The Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to the Foundation's reasonable satisfaction. If the Supplier does not resolve the said discrepancy, the Foundation shall have the right to engage outside services to conduct an independent audit of the Supplier's quarterly reports. If no significant deficiency is determined, then Foundation shall assume all its costs and expenses related to or connect with the record and report reviews, the audit, Foundation staff time and expenses, counsel, and collection.

**EXHIBIT C**  
**(Master Services Agreement)**

**SPECIAL TERMS AND CONDITIONS**

1. Price Increases. Supplier shall hold firm the List Prices in Exhibit F for first twelve (12) months of Agreement. Thereafter, Supplier may submit a Price Increase once a year with sixty (60) days' notice to the Foundation prior to the date of the Price increase.
  
2. Delivery. Any equipment shall be shipped FOB Origin with shipment prepaid and charged as a separate line item on the invoice. Participating Agency shall have fifteen (15) days to inspect the shipment and provide Supplier notice of any nonconformance of the shipment with respect to quantities received, package / Product damage visually observed, or Product ordered. If notice is not provided, the shipment shall be deemed accepted. Nothing herein shall affect Supplier's Product Warranty obligations or Returns Policy as set forth in this Agreement. All returns are subject to Supplier's Return Policy incorporated herein by this reference.
  
3. Warranty. The goods and services sold hereunder shall be warranted according to Supplier's limited product warranty attached hereto and incorporated herein, for the respective goods sold hereunder. EXCEPT FOR SUPPLIER'S LIMITED PRODUCT WARRANTY FOR THE RESPECTIVE GOODS SOLD HEREUNDER, SUPPLIER DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHETHER AT LAW OR IN EQUITY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURCHASE.

**IRAN CONTRACTING ACT VERIFICATION**  
**(Public Contract Code sections 2202-2208)**


Prior to bidding on, submitting a proposal or executing a contract or renewal for goods or services of \$1,000,000 or more, a Supplier must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your supplier or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

**OPTION #1 – THIS PROJECT IS LESS THAN \$1,000,000.**

**OPTION #2 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the supplier/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Supplier Name/Financial Institution</i> Olympus America Inc	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>  <small>Lee S. Wagstaff (Sep 15, 2020 19:57 PDT)</small>	<i>Date Executed:</i> Sep 15, 2020
<i>Printed Name and Title of Person Signing:</i> Lee Wagstaff, VP - Sales & Marketing Americas, Life Science	

**OPTION #3 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or to enter into or to renew, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Supplier Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature):</i>	<i>Date Executed:</i>
<i>Printed Name and Title of Person Signing</i>	

**EXHIBIT D**  
**(Master Services Agreement)**

**NOTICES**

Unless otherwise expressly provided herein, all reports, notices or other written or electronic communications given hereunder shall be delivered by email or by express delivery requiring signature on receipt to the addresses as set forth below. Foundation may, by written or electronic notice delivered to Supplier, designate any different electronic or physical addresses to which subsequent reports, notices or other communications shall be sent.

**FOUNDATION:**

Foundation for California Community Colleges  
CollegeBuys Program  
1102 Q Street, Suite 4800  
Sacramento, CA 95811  
[cbcontracts@foundationccc.org](mailto:cbcontracts@foundationccc.org)

**SUPPLIER:**

Olympus America Inc.  
Attn: Gabriella Holguin  
48 Woerd Avenue  
Waltham, MA 02453  
[gabriella.holguin@olympus.com](mailto:gabriella.holguin@olympus.com)



P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-B0001871	08/19/20	79	Admissions & Records	Non-Instructional Supplies	SCRIP SAFE SECURITY PRODUCTS	3,507.90
21-B0001872	08/25/20	71	Student Activities	Other Operating Exp & Services	DOING GOOD WORKS	1,161.49
21-B0001873	08/26/20	79	International Student Program	Excess/Copies Useage	KONICA MINOLTA BUSINESS	1,990.00
21-B0001875	09/02/20	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	MCKESSON GENERAL MEDICAL CORP	5,531.04
21-B0001876	09/04/20	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	PARADISE SPRINGS DRINKING WATER	250.00
21-B0001877	09/09/20	71	Student Activities	Other Operating Exp & Services	DOING GOOD WORKS	3,380.79
21-B0001878	09/09/20	79	Auxiliary Services Office-Dist	Contracted Services	P2S ENGINEERING INC	265,000.00
21-B0001879	09/10/20	79	A&R Office - Credit	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	4,000.00
21-B0001880	09/16/20	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	MATCO TOOLS	5,216.20
21-P0062121	08/17/20	11	CJ/Academies	Non-Instructional Supplies	WAXIE SANITARY SUPPLY	4,000.00
21-P0062122	08/17/20	12	EOPS	Books Paid for Students	DON BOOKSTORE	85,000.00
21-P0062123	08/17/20	41	Facility Planning Office	Non-Instructional Supplies	ULINE	71.60
21-P0062124	08/17/20	12	Public Affairs/Gov Rel Office	Advertising	RUBEN ALVAREZ	1,500.00
21-P0062125	08/17/20	11	Digital Media Center	Maint/Oper Service Agreements	ORKIN PEST CONTROL	1,874.88
21-P0062126	08/17/20	11	CJ/Academies	Non-Instructional Supplies	HOME DEPOT	2,000.00
21-P0062127	08/17/20	12	Sci, Math, Health Sci Office	Instructional Supplies	MORRIS AND LEE INC	14,827.93
21-P0062128	08/18/20	11	Business Operations' Office	Courier/Delivery Services	ORANGE COUNTY SUPERINTENDENT OF SCHOOLS	5,000.00
21-P0062129	08/18/20	43	Facility Planning Office	Equip-All Other >\$200 < \$1,000	OFFICE FURNITURE GROUP, LLC	4,545.67
21-P0062130	08/18/20	13	Risk Management	Non-Instructional Supplies	MCKESSON GENERAL MEDICAL CORP	1,477.09
21-P0062131	08/18/20	11	Business Operations' Office	Inst Dues & Memberships	CCFC COMMUNITY COLLEGE FACILITY COALITION	1,317.00
21-P0062132	08/18/20	43	Facility Planning Office	Non-Instructional Supplies	OFFICE FURNITURE GROUP, LLC	23,511.05
21-P0062133	08/18/20	12	Kinesiology - Intercol Athlet	Instructional Supplies	HENRY SCHEIN INC	1,612.03
21-P0062134	08/18/20	12	Assessment	Software License and Fees	CAPP ASSOCIATES INC	362.00
21-P0062135	08/18/20	12	Assessment	Software License and Fees	NETOP	206.00
21-P0062136	08/19/20	13	Custodial	Non-Instructional Supplies	HOME DEPOT	1,950.00
21-P0062137	08/19/20	12	Biology	Instructional Supplies	ALBERTSONS/SAFEWAY	300.00
21-P0062138	08/19/20	13	Maintenance	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	5,000.00
21-P0062139	08/19/20	12	Academic Affairs Office	Instructional Supplies	ALBERTSONS/SAFEWAY	150.00
21-P0062140	08/19/20	33	CDC Santiago Canyon College	Food and Food Service Supplies	CLEARBROOK FARMS INC	12,000.00
21-P0062141	08/19/20	12	Fire Academy	Fees Paid for Students	CALIFORNIA GOVERNORS OFFICE OF EMERGENCY SVC	160.00
21-P0062142	08/20/20	11	Maintenance & Operations	Non-Instructional Supplies	MORSCO SUPPLY, LLC	666.59
21-P0062143	08/20/20	12	Career Ed & Work Dev Office	District Business/Sponsorships	CAL STATE FULLERTON PHILANTHROPIC FOUNDATION	1,500.00
21-P0062144	08/20/20	33	CDC Santiago Canyon College	Food and Food Service Supplies	SYSCO FOOD SVC	14,000.00
21-P0062145	08/20/20	13	Grounds	Equip-All Other > \$5,000	EBERHARD EQUIPMENT	9,372.05
21-P0062146	08/20/20	11	Risk Management	Other Licenses & Fees	COUNTY OF ORANGE	104.00
21-P0062147	08/20/20	11	District Wide Technology	Contracted Services	ELLUCIAN COMPANY L.P.	10,000.00
21-P0062148	08/20/20	33	CDC Santa Ana College	Food and Food Service Supplies	SYSCO FOOD SVC	14,000.00
21-P0062149	08/20/20	33	CDC Santa Ana College	Food and Food Service Supplies	SYSCO FOOD SVC	14,000.00
21-P0062150	08/20/20	11	District Wide Technology	Contracted Services	COMPUTER PROTECTION TECHNOLOGY, INC.	10,000.00
21-P0062151	08/20/20	11	CJ/Academies	Contracted Repair Services	AMERICAN ALARM SYSTEMS, INC	1,045.00
21-P0062152	08/20/20	12	Student Development	Food and Food Service Supplies	ALBERTSONS/SAFEWAY	2,351.25
21-P0062153	08/20/20	12	Student Development	Non-Instructional Supplies	PROMOTIONAL DESIGN CONCEPTS INC	2,643.79

Legend: \* = Multiple Funds for this P.O.

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No. 4.12

08/16/20 thru 09/19/20

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-P0062154	08/20/20	12	Upward Bound	Food and Food Service Supplies	ALBERTSONS/SAFEWAY	3,800.00
21-P0062155	08/20/20	12	Student Development	Books Paid for Students	DON BOOKSTORE	13,975.00
21-P0062156	08/20/20	13	Risk Management	Non-Instructional Supplies	FARMERS AND MERCHANTS BANK OF LB	9,106.47
21-P0062157	08/20/20	12	Admin Services Office	Software License and Fees	SURVEY MONKEY INC	4,000.00
21-P0062158	08/20/20	12	LA/OC Regional Consortia	Contracted Services	CODESTORM	14,625.00
21-P0062159	08/20/20	11	District Wide Technology	Non-Instructional Supplies	B & H PHOTO VIDEO INC	623.96
21-P0062160	08/20/20	11	CJ/Academies	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	218.75
21-P0062161	08/21/20	13	Maintenance	Repair & Replacement Parts	ANIXTER INC	2,500.00
21-P0062162	08/21/20	12	Orange Educ Ctr-Instruction	Instructional Supplies	DON BOOKSTORE	2,000.00
21-P0062163	08/21/20	13	Library Services	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
21-P0062164	08/21/20	13	Grounds	Non-Instructional Supplies	IMPERIAL SPRINKLER	4,500.00
21-P0062165	08/21/20	13	Admin Services Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	250.00
21-P0062166	08/21/20	11	District Wide Technology	Non-Instructional Supplies	CDW GOVERNMENT INC.	497.36
21-P0062167	08/21/20	12	Continuing Education Division	Software License and Fees	BURLINGTON ENGLISH INC	1,920.00
21-P0062168	08/21/20	12	Student Development	Fees Paid for Students	DON BOOKSTORE	332.10
21-P0062169	08/21/20	13	Maintenance	Contracted Services	ARROW PARKING LOT SERVICE, INC	22,395.00
21-P0062170	08/21/20	12	Biology	Instructional Supplies	SIGMA ALDRICH INC	300.31
21-P0062171	08/21/20	11	Accounts Payable	Reproduction/Printing Expenses	WE DO GRAPHICS INC	589.95
21-P0062172	08/21/20	13	Grounds	Non-Instructional Supplies	AGUINAGA GREEN INC	972.33
21-P0062173	08/21/20	12	Continuing Education Division	Maint Contract - Office Equip	SEHI COMPUTER PRODUCTS	474.00
21-P0062174	08/21/20	11	Communications & Media Studies	Contracted Services	WPENGINE, INC.	2,610.00
21-P0062175	08/21/20	12	Short-Term Vocational	Instructional Supplies	CN SCHOOL AND OFFICE SOLUTIONS INC	3,403.37
21-P0062176	08/21/20	12	Short-Term Vocational	Instructional Supplies	THE DICKLER CORPORATION	2,535.16
21-P0062177	08/21/20	12	Admin Services Office	Non-Instructional Supplies	PACWEST AIR FILTER, LLC	4,250.00
21-P0062178	08/21/20	12	Academic Affairs Office	Instructional Supplies	GOV CONNECTION	648.51
21-P0062179	08/21/20	12	Career Ed & Work Dev Office	Contracted Services	SUBSTANCE MEDIA, INC.	59,302.00
21-P0062180	08/21/20	11	Library Services	Library Books - Databases	NUB GAMES, INC.	445.00
21-P0062181	08/21/20	12	Career Education Office	Inst Dues & Memberships	RP GROUP	500.00
21-P0062182	08/21/20	12	Welding	Instructional Supplies	SIMS ORANGE WELDING SUPPLY	7,000.00
21-P0062183	08/24/20	11	Public Affairs/Gov Rel Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
21-P0062184	08/24/20	13	Risk Management	Non-Instructional Supplies	GLASBY MAINTENANCE SUPPLY	5,244.00
21-P0062185	08/24/20	12	Human Resources Office	Personnel Recruiting	ELOUISE P. MARASIGAN	750.00
21-P0062186	08/24/20	12	Human Resources Office	Contracted Services	JOB ELEPHANT COM INC	25,000.00
21-P0062187	08/24/20	13	President's Office	Inst Dues & Memberships	GARDEN GROVE CHAMBER OF COMMERCE	646.00
21-P0062188	08/24/20	13	President's Office	Inst Dues & Memberships	SO CALIF FOOTBALL ASSOC	2,400.00
21-P0062189	08/24/20	13	Risk Management	Non-Instructional Supplies	FARMERS AND MERCHANTS BANK OF LB	18,197.16
21-P0062190	08/24/20	12	Career Education Office	Non-Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	290.82
21-P0062191	08/24/20	12	Short-Term Vocational	Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	282.81
21-P0062192	08/24/20	12	Career Education Office	Advertising	ORANGE COUNTY APT HOUSE ASSOCIATION INC.	1,000.00
21-P0062193	08/24/20	12	Public Affairs/Gov Rel Office	Contracted Services	TONY KAWASHIMA	546.25
21-P0062194	08/24/20	12	Public Affairs/Gov Rel Office	Contracted Services	MIND ENHANCEMENT NETWORK FOR TRAINING EXCELL	2,400.00
21-P0062195	08/24/20	11	Orange Educ Ctr-Instruction	Instructional Agrmt - Salary	PACIFIC CLINICS	20,000.00

4.12(2)

Legend: \* = Multiple Funds for this P.O.

08/16/20 thru 09/19/20

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-P0062196	08/24/20	12	Short-Term Vocational	Instructional Supplies	THE DICKLER CORPORATION	1,261.09
21-P0062197	08/24/20	11	Automotive Technology/Engine	Laundry & Dry Cleaning Service	CINTAS CORP	3,000.00
21-P0062198	08/24/20	11	Manufacturing Technology	Laundry & Dry Cleaning Service	CINTAS CORP	1,500.00
21-P0062199	08/24/20	12	Chemistry	Instructional Supplies	FISHER SCIENTIFIC	565.70
21-P0062200	08/24/20	12	Short-Term Vocational	Instructional Supplies	THE DICKLER CORPORATION	2,933.67
21-P0062201	08/24/20	11	Manufacturing Technology	Contracted Repair Services	DANS MACHINE REPAIR	720.00
21-P0062202	08/24/20	11	Occupational Therapy	Other Licenses & Fees	AOTA	4,395.00
21-P0062203	08/24/20	12	Manufacturing Technology	Instructional Supplies	MSC INDUSTRIAL SUPPLY CO. INC	2,000.00
21-P0062204	08/24/20	12	Manufacturing Technology	Instructional Supplies	US SHOP TOOLS	1,000.00
21-P0062205	08/24/20	12	Manufacturing Technology	Instructional Supplies	NORMAN INDUSTRIAL MATERIALS, INC.	1,000.00
21-P0062206	08/24/20	12	Manufacturing Technology	Instructional Supplies	MCMaster CARR SUPPLY CO	1,000.00
21-P0062207	08/24/20	12	Manufacturing Technology	Instructional Supplies	TNR TECHNICAL INC	500.00
21-P0062208	08/25/20	43	Facility Planning Office	Equip-All Other >\$1,000<\$5,000	CDW GOVERNMENT INC.	27,762.66
21-P0062209	08/25/20	43	Facility Planning Office	Equip-All Other >\$1,000<\$5,000	VPLS SOLUTIONS LLC	13,898.67
* 21-P0062210	08/25/20	12	Santiago Canyon College	All Risk/Athletic Insurance	STUDENT INSURANCE	56,697.00
* 21-P0062210	08/25/20	61	Risk Management	All Risk/Athletic Insurance	STUDENT INSURANCE	120,363.00
PO Amt Total for * 21-P0062210:						177,060.00
21-P0062211	08/25/20	12	Academic Affairs Office	Instructional Supplies	AMAZON COM	556.85
21-P0062212	08/25/20	12	Family & Consumer Studies	Instructional Supplies	AMAZON COM	57.96
21-P0062213	08/25/20	12	Continuing Education Division	Contracted Services	INTERACT COMMUNICATIONS	250,000.00
21-P0062214	08/25/20	13	Custodial	Non-Instructional Supplies	HOME DEPOT	8,000.00
21-P0062215	08/25/20	33	CDC Santa Ana College - East	Non-Instructional Supplies	SMART & FINAL	500.00
21-P0062216	08/25/20	11	Human Resources Office	Fingerprinting	LIVESCAN N MORE INC	1,500.00
21-P0062217	08/25/20	11	Human Resources Office	Fingerprinting	STATE OF CALIFORNIA	11,800.00
21-P0062218	08/26/20	12	LA/OC Regional Consortia	Contracted Services	CONSTANT CONTACT	724.50
21-P0062219	08/26/20	12	Biology	Instructional Supplies	FISHER SCIENTIFIC	2,000.00
21-P0062220	08/26/20	12	Biology	Instructional Supplies	VWR FUNDING INC	1,000.00
21-P0062221	08/26/20	13	Maintenance	Rental-Equipment (Short-term)	WATERLINE TECHNOLOGIES	125.00
21-P0062222	08/26/20	12	EOPS	Supplies Paid for Students	DON BOOKSTORE	2,000.00
21-P0062223	08/26/20	11	Maintenance & Operations	Contracted Repair Services	ACADEMY ELECTRIC INC	330.00
21-P0062224	08/26/20	43	Facility Planning Office	Bldgs - Blueprint/Reprod/Adver	CALIFORNIA NEWSPAPERS PARTNERSHIP	10,215.00
21-P0062225	08/26/20	12	Orange Educ Ctr-Instruction	Instructional Supplies	AMAZON COM	132.43
21-P0062226	08/26/20	12	Distance Education	Equip-All Other >\$1,000<\$5,000	CDW GOVERNMENT INC.	12,694.51
21-P0062227	08/26/20	11	Nursing	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
21-P0062228	08/26/20	11	President's Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	2,500.00
21-P0062229	08/26/20	13	President's Office	Inst Dues & Memberships	ORANGE EMPIRE CONFERENCE	7,000.00
21-P0062230	08/26/20	11	Public Affairs/Gov Rel Office	Advertising	CSU FULLERTON	1,100.00
21-P0062231	08/26/20	12	Humanities & Social Sci Office	Instructional Supplies	MEDIA EDUCATION FOUNDATION	232.92
21-P0062232	08/27/20	11	Risk Management	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	800.00
21-P0062233	08/27/20	12	Academic Affairs Office	Contracted Services	SUBSTANCE MEDIA, INC.	20,175.00
21-P0062234	08/27/20	12	Orange Educ Ctr-Instruction	Instructional Supplies	AMAZON COM	65.52
21-P0062235	08/27/20	41	Facility Planning Office	Site Improv - Contractor Svcs	NEWBUILD CONSTRUCTION AND RESTORATION INC	52,000.00

Legend: \* = Multiple Funds for this P.O.

08/16/20 thru 09/19/20

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-P0062236	08/27/20	11	District Wide Technology	Software License and Fees	FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES	5,638.59
21-P0062237	08/27/20	11	Transportation	Other Licenses & Fees	COUNTY OF ORANGE	415.00
21-P0062238	08/27/20	12	Speech Language Path Asst Prog	Software License and Fees	SIMUCASE LLC	2,360.00
21-P0062239	08/27/20	11	Human Resources Office	Non-Instructional Supplies	SCHICK RECORDS MGMT	191.19
21-P0062240	08/27/20	12	Biology	Instructional Supplies	JESUS GUARDADO	1,527.32
21-P0062241	08/27/20	12	Biology	Instructional Supplies	JESUS GUARDADO	3,518.08
21-P0062242	08/28/20	12	Distance Education	Instructional Supplies	LUMEN LEARNING LLC	4,250.00
21-P0062243	08/28/20	12	Manufacturing Technology	Equip-All Other >\$1,000<\$5,000	B & H PHOTO VIDEO INC	2,403.84
21-P0062244	08/28/20	11	District Wide Technology	Non-Instructional Supplies	CDW GOVERNMENT INC.	26,315.05
21-P0062245	08/28/20	11	Maintenance	Other Licenses & Fees	SCAQMD	966.50
21-P0062246	08/31/20	41	Facility Planning Office	Site Imp-Modular, Lease Purch	MCGRATH RENT CORP	3,516.00
21-P0062247	08/31/20	11	Warehouse	Rental - Other (Short-term)	WARE DISPOSAL CO INC	1,504.00
21-P0062248	09/01/20	11	Safety & Security Office	Contracted Services	OC SPECIAL EVENTS SECURITY, INC.	969.00
21-P0062249	09/01/20	12	Safety & Parking - DO	Contracted Services	ORANGE COUNTY TRANSPORTATION	705.54
21-P0062250	09/01/20	12	Public Affairs/Gov Rel Office	Advertising	OC SPORTS ZONE LLC	1,500.00
21-P0062251	09/01/20	11	Human Resources Office	Inst Dues & Memberships	SOUTHERN 30	200.00
21-P0062252	09/01/20	12	EOPS	Other Exp Paid for Students	NGC US, LLC	100,500.00
21-P0062253	09/01/20	12	Safety & Parking - DO	Gasoline	SC FUELS	6,000.00
21-P0062254	09/01/20	11	Maintenance	Maint/Oper Service Agreements	COSCO FIRE PROTECTION INC	3,215.55
21-P0062255	09/01/20	12	Safety & Parking - DO	Gasoline	SC FUELS	7,000.00
21-P0062256	09/01/20	12	Safety & Parking - DO	Gasoline	VOYAGER FLEET SYSTEM INC	1,000.00
21-P0062257	09/01/20	12	Safety & Parking - DO	Gasoline	VOYAGER FLEET SYSTEM INC	1,000.00
21-P0062258	09/01/20	12	Nursing	Instructional Supplies	FISHER SCIENTIFIC	5,776.44
21-P0062259	09/01/20	11	Maintenance & Operations	Contracted Repair Services	HANNEMAN TIM	211.20
21-P0062260	09/01/20	12	Automotive Technology/Engine	Instructional Supplies	CARQUEST AUTO PARTS	5,000.00
21-P0062261	09/01/20	12	Occupational Therapy	Books, Mags & Subscrip-Non-Lib	INTERNATIONAL CLINICAL EDUCATORS INC	520.00
21-P0062262	09/01/20	11	District Wide Technology	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	48,969.34
21-P0062263	09/01/20	12	Veterans Service Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
21-P0062264	09/01/20	41	Facility Planning Office	Bldg Impr - Precon Services	IDS GROUP INC	14,000.00
21-P0062265	09/01/20	41	Facility Planning Office	Site Improv - Splc Ins/Mat Tes	MTGL, INC	2,950.00
21-P0062266	09/01/20	12	Orange Educ Ctr-Instruction	Instructional Supplies	AMAZON COM	445.55
21-P0062267	09/01/20	11	Publications	Non-Instructional Supplies	ULINE	813.92
21-P0062268	09/02/20	11	Warehouse	Lease Agreement - Facility	SCHICK RECORDS MGMT	12,000.00
21-P0062269	09/02/20	13	Administrative Services Office	Equip-All Other > \$5,000	ROGERS ATHLETIC COMPANY	6,109.25
21-P0062270	09/02/20	33	EHS Administration	Inst Dues & Memberships	REGION 9 HEAD START ASSOC.	500.00
21-P0062271	09/02/20	33	EHS Administration	Non-Instructional Supplies	AMAZON COM	1,031.48
21-P0062272	09/02/20	11	Human Resources Office	Contracted Services	LIEBERT CASSIDY WHITMORE	3,100.00
21-P0062273	09/02/20	13	Chancellor's Office	Non-Instructional Supplies	AMAZON COM	787.03
21-P0062275	09/03/20	12	Health & Wellness Center	Software Support Service	POINT AND CLICK SOLUTIONS INC	6,800.00
21-P0062276	09/03/20	12	Automotive Technology/Engine	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	118.29
21-P0062277	09/03/20	13	Computer Science	Equip-Software >\$1,000 <\$5,000	PULSEWIND, LLC	2,023.21
21-P0062278	09/03/20	33	CDC Administration	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	75,668.76

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Legend: \* = Multiple Funds for this P.O.

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-P0062279	09/03/20	11	Warehouse	Postage	UNITED PARCEL SVC	1,832.00
21-P0062280	09/04/20	11	Grounds	Contracted Services	ORKIN PEST CONTROL	350.00
21-P0062281	09/04/20	62	Risk Management	Workers Compensation Insurance	ASCIP	774,198.00
21-P0062282	09/04/20	12	Business Division Office	Instructional Supplies	CDW GOVERNMENT INC.	194.41
21-P0062283	09/04/20	12	Welding	Instructional Supplies	AMERICAN WELDING SOCIETY, INC.	7,276.06
21-P0062284	09/04/20	12	Automotive Technology/Engine	Instructional Supplies	MATCO TOOLS	9,651.24
21-P0062285	09/04/20	12	Automotive Technology/Engine	Instructional Supplies	BUSCO DISTRIBUTION LLC	6,861.24
21-P0062286	09/04/20	13	Maintenance	Maint/Oper Service Agreements	ORANGE COUNTY PUMPING, INC.	41,881.30
21-P0062287	09/04/20	13	Educational Services Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	551.27
21-P0062288	09/04/20	61	Risk Management	Prop, Liab, Boiler & Machine	ASCIP	1,085,617.00
21-P0062289	09/04/20	13	Grounds	Maint/Oper Service Agreements	LAWNSCAPE SYSTEMS	15,900.00
21-P0062290	09/04/20	43	Facility Planning Office	Buildings - OCIP	ARTHUR J. GALLAGHER & CO.	12,964.73
21-P0062291	09/08/20	13	Risk Management	Non-Instructional Supplies	CRISP ENTERPRISES, INC.	819.38
21-P0062292	09/08/20	12	Continuing Education Division	Contracted Services	ORKIN PEST CONTROL	1,620.00
21-P0062293	09/08/20	13	Admin Services Office	Software Support Service-Fixed	PRIMEX WIRELESS INC	345.00
21-P0062294	09/08/20	12	Health & Wellness	Software License and Fees	POINT AND CLICK SOLUTIONS INC	686.00
21-P0062295	09/08/20	11	Maintenance	Non-Instructional Supplies	IMPERIAL SPRINKLER	1,000.00
21-P0062296	09/08/20	12	Student Equity	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	1,234.73
21-P0062297	09/08/20	12	Health & Wellness	Software License and Fees	POINT AND CLICK SOLUTIONS INC	1,330.00
21-P0062298	09/08/20	13	Educational Services Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
21-P0062299	09/08/20	12	Diesel	Instructional Supplies	UNITED RENTALS	250.00
21-P0062300	09/08/20	12	Fire Academy	Instructional Supplies	ALLSTAR FIRE EQUIPMENT	6,800.00
21-P0062301	09/08/20	12	Fire Academy	Instructional Supplies	ANCHOR SIGN AND DISPLAY	500.00
21-P0062302	09/08/20	12	Fire Academy	Instructional Supplies	CASCADE FIRE EQUIPMENT	3,000.00
21-P0062303	09/08/20	11	Fire Academy	Instructional Supplies	FIRE SERVICE SPECIFICATION & SUPPLY	500.00
21-P0062304	09/08/20	12	Fire Technology	Instructional Supplies	DON BOOKSTORE	1,500.00
21-P0062305	09/08/20	12	Fire Academy	Instructional Supplies	GANAHL LUMBER CO	8,500.00
21-P0062306	09/08/20	12	Fire Academy	Instructional Supplies	SAIDICO DIRECT INC	3,000.00
21-P0062307	09/08/20	12	Fire Academy	Instructional Supplies	HOME DEPOT	6,500.00
21-P0062308	09/08/20	12	Fire Academy	Instructional Supplies	HUNTINGTON BEACH PROPANE INC	500.00
21-P0062309	09/08/20	11	Fire Academy	Contracted Services	NATIONWIDE FIRE & SAFETY	500.00
21-P0062310	09/08/20	11	Fire Academy	Contracted Repair Services	SPECTRUM GAS PRODUCTS	1,500.00
21-P0062311	09/09/20	12	Library Services	Library Books	DON BOOKSTORE	3,500.00
21-P0062312	09/09/20	13	Maintenance	Contracted Services	SUNBELT CONTROLS INC	1,618.50
21-P0062313	09/09/20	11	Fire Academy	Contracted Repair Services	TSI INC	2,200.00
21-P0062314	09/09/20	11	Fire Academy	Contracted Repair Services	TURNOUT MAINTENANCE COMPANY, LLC	3,000.00
21-P0062315	09/09/20	11	Fire Academy	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
21-P0062316	09/09/20	11	District Wide Technology	Software License and Fees	FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES	2,799.30
21-P0062317	09/09/20	11	District Wide Technology	Software License and Fees	COMPUTERLAND OF SILICON VALLEY	126.00
21-P0062318	09/09/20	12	Chemistry	Instructional Supplies	CAROLINA BIOLOGICAL SUPPLY CO	1,036.51
* 21-P0062319	09/09/20	11	Safety & Security Office	Maint/Oper Service Agreements	PYRO-COMM SYSTEMS, INC.	135.00
* 21-P0062319	09/09/20	12	Safety & Parking - DO	Contracted Repair Services	PYRO-COMM SYSTEMS, INC.	287.44

Legend: \* = Multiple Funds for this P.O.

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
					PO Amt Total for * 21-P0062319:	422.44
21-P0062320	09/09/20	11	Safety & Security Office	Maint/Oper Service Agreements	BERNEL INC.	150.00
* 21-P0062321	09/09/20	11	Library Services	Library Books - Periodicals	GREY HOUSE PUBLISHING	150.00
* 21-P0062321	09/09/20	12	Library Services	Library Books - Periodicals	GREY HOUSE PUBLISHING	29.10
					PO Amt Total for * 21-P0062321:	179.10
21-P0062322	09/09/20	12	Fine & Performing Arts Office	Instructional Supplies	B & H PHOTO VIDEO INC	2,000.00
21-P0062323	09/09/20	12	Learning Support Center	Instructional Supplies	ATI ASSESSMENT TECHNOLOGIES	152.95
21-P0062324	09/10/20	11	District Wide Technology	Software License and Fees	PALOMAR COLLEGE/TTIP SOUTH PROJECT	320.00
21-P0062325	09/10/20	12	Orange Educ Ctr-Instruction	Instructional Supplies	AMAZON COM	169.48
21-P0062326	09/10/20	12	Safety & Parking - DO	Inst Dues & Memberships	INTERNATIONAL ASSOC OF CAMPUS LAW ENFORCEMENT	375.00
21-P0062327	09/10/20	12	Automotive Technology/Engine	Instructional Supplies	AIRGAS, INC.	159.18
21-P0062328	09/11/20	11	District Wide Technology	Non-Instructional Supplies	CDW GOVERNMENT INC.	1,072.84
21-P0062329	09/11/20	12	EOPS	Supplies Paid for Students	OFFICE DEPOT BUSINESS SVCS	3,000.00
21-P0062330	09/11/20	11	District Wide Technology	Non-Instructional Supplies	CDW GOVERNMENT INC.	224.29
21-P0062331	09/11/20	12	EOPS	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	750.00
21-P0062332	09/11/20	13	Maintenance	Contracted Services	MTGL, INC	760.00
21-P0062333	09/11/20	12	EOPS	Food and Food Service Supplies	SVM LP	13,776.06
21-P0062334	09/11/20	12	Career Education Office	Other Licenses & Fees	CALIFORNIA ASSOCIATION OF CODE	1,500.00
21-P0062335	09/11/20	12	Orange Educ Ctr-Instruction	Books, Mags & Subscrip-Non-Lib	NEW READERS PRESS	284.00
21-P0062336	09/11/20	11	Sci, Math, Health Sci Office	Other Licenses & Fees	CEPA	205.00
21-P0062337	09/11/20	11	Sci, Math, Health Sci Office	Maint Contract - Other Equip	SOUTH COAST WATER CO	2,044.72
21-P0062338	09/11/20	12	Fine & Performing Arts Office	Instructional Supplies	B & H PHOTO VIDEO INC	172.47
21-P0062339	09/11/20	12	Fine & Performing Arts Office	Instructional Supplies	APEX AUDIO INC	314.20
21-P0062340	09/11/20	11	Maintenance	Contracted Repair Services	KAISER ROBERT	950.00
21-P0062341	09/11/20	12	Counseling	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	86.31
21-P0062342	09/11/20	12	DSPS Office	Non-Instructional Supplies	NESTLE WATERS NORTH AMERICA	300.00
21-P0062343	09/11/20	11	Nursing	Other Licenses & Fees	NLNAC NATL LEAGUE FOR NURSING ACCREDITING COM	2,875.00
21-P0062344	09/11/20	12	Nursing	Software License and Fees	SIMMEDICATE INC.	11,000.00
21-P0062345	09/11/20	12	Counseling	Software License and Fees	INFORMATICS HOLDINGS, INC.	3,995.00
21-P0062346	09/11/20	12	Welding	Instructional Supplies	GOODHEART WILCOX	3,021.76
21-P0062347	09/11/20	12	Family & Consumer Studies	Software License and Fees	CLO VIRTUAL FASHION LLC	2,500.00
21-P0062348	09/11/20	12	Family & Consumer Studies	Software License and Fees	CLO VIRTUAL FASHION LLC	5,000.00
21-P0062349	09/14/20	12	Library Services	Library Books - Databases	EBSCO	370.95
21-P0062350	09/15/20	13	Chancellor's Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	101.63
21-P0062351	09/15/20	12	Health & Wellness Center	Inst Dues & Memberships	HSACCC HEALTH SVCS ASSOC-	150.00
21-P0062352	09/15/20	41	Facility Planning Office	Bldg Impr-Blueprint/Reprod/Adv	AMERICAN REPROGRAPHICS CO LLC	151.57
21-P0062353	09/15/20	11	District Wide Technology	Contracted Services	D4 SOLUTIONS INC.	918.21
21-P0062354	09/15/20	41	Facility Planning Office	Site Impr-Blueprint/Reprod/Adv	CALIFORNIA NEWSPAPERS PARTNERSHIP	10,033.40
21-P0062355	09/15/20	12	Automotive Technology/Engine	Equip-All Other > \$5,000	IDSC HOLDINGS LLC	10,307.74
21-P0062356	09/15/20	12	SAC Continuing Ed-Instruction	Equip-All Other >\$1,000<\$5,000	THE DICKLER CORPORATION	22,145.97
21-P0062357	09/15/20	13	Maintenance	Repair & Replacement Parts	AAA ELECTRIC MOTOR SALES	1,200.00
* 21-P0062358	09/15/20	11	Athletics	Inst Dues & Memberships	ORANGE EMPIRE CONFERENCE	1,400.00

Legend: \* = Multiple Funds for this P.O.

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
* 21-P0062358	09/15/20	13	Athletics	Inst Dues & Memberships	ORANGE EMPIRE CONFERENCE	5,600.00
					PO Amt Total for * 21-P0062358:	7,000.00
21-P0062359	09/15/20	12	Automotive Technology/Engine	Instructional Supplies	MATCO TOOLS	5,481.95
21-P0062360	09/15/20	12	Automotive Technology/Engine	Equip-All Other >\$1,000<\$5,000	MATCO TOOLS	6,843.73
21-P0062361	09/15/20	12	Automotive Technology/Engine	Equip-All Other > \$5,000	WESTERN TIRE EQUIPMENT AND SUPPLY CO., INC.	8,471.25
21-P0062362	09/16/20	13	Fire Academy	Rental-Equipment (Short-term)	NATL CONSTRUCTION RENTAL	3,164.80
21-P0062363	09/16/20	12	Library Services	Library Books - Databases	EBSCO	34.95
21-P0062364	09/16/20	13	Maintenance	Contracted Repair Services	ABBA TERMITE & PEST CONTROL INC	585.00
21-P0062365	09/16/20	12	Student Equity	Software License and Fees	BLACKBAUD INC	7,717.46
21-P0062366	09/16/20	12	Sci, Math, Health Sci Office	Instructional Supplies	FISHER SCIENTIFIC	1,000.00
21-P0062367	09/16/20	12	Sci, Math, Health Sci Office	Instructional Supplies	VWR FUNDING INC	1,000.00
21-P0062368	09/16/20	12	Academic Affairs Office-Dean	Books, Mags & Subscrip-Non-Lib	AMAZON COM	932.45
21-P0062369	09/16/20	12	Occupational Therapy	Instructional Supplies	AMAZON COM	190.81
21-P0062370	09/16/20	12	Automotive Technology/Engine	Equip-All Other > \$5,000	MOHAWK RESOURCE LTD	21,365.85
21-P0062371	09/16/20	12	Automotive Technology/Engine	Equip-All Other >\$1,000<\$5,000	TOOLTOPIA LLC	5,680.96
21-P0062372	09/16/20	12	CJ/Academies	Equip-All Other >\$1,000<\$5,000	DUMMIES UNLIMITED INC	3,126.57
21-P0062373	09/16/20	12	Biology	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	24,271.11
21-P0062374	09/16/20	12	Human Resources Office	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	1,427.71
21-P0062375	09/16/20	13	Fire Academy	Non-Instructional Supplies	RECREATIONAL EQUIPMENT INC	4,595.05
21-P0062376	09/16/20	11	Fire Technology	Instructional Supplies	BAR NONE GROUP, INC.	857.83
21-P0062377	09/16/20	12	Student Equity	Contracted Services	JONATHAN LUKE WOOD	3,000.00
21-P0062378	09/16/20	12	CJ/Academies	Instructional Supplies	GRAINGER	1,718.13
21-P0062379	09/17/20	12	EOPS	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
21-P0062380	09/17/20	11	Fire Academy	Contracted Services	DIVERSIFIED INSPECTIONS ITL INC	2,662.60
21-P0062381	09/17/20	12	Nursing	Instructional Supplies	FISHER SCIENTIFIC	429.59
21-P0062382	09/17/20	13	Santiago Canyon College	Contracted Services	PRESTOSPORTS, INC.	3,750.00
21-P0062383	09/17/20	13	President's Office	Inst Dues & Memberships	CCCCIO	300.00
21-P0062384	09/17/20	12	Student Services Office	Software License and Fees	EUREKA	5,975.00
21-P0062385	09/18/20	11	Facility Planning Office	Software License and Fees	GOLDEN STAR TECHNOLOGY, INC.	414.72
21-P0062386	09/18/20	12	Counseling	Supplies Paid for Students	DON BOOKSTORE	3,000.00
21-P0062387	09/18/20	12	Counseling	Supplies Paid for Students	OFFICE DEPOT BUSINESS SVCS	1,500.00
21-P0062388	09/18/20	12	SAC Continuing Ed-Instruction	Instructional Supplies	THE DICKLER CORPORATION	2,444.82
21-P0062389	09/18/20	13	International Student Program	Non-Instructional Supplies	DON BOOKSTORE	800.00
21-P0062390	09/18/20	12	Continuing Education Division	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	740.00
21-P0062391	09/18/20	12	EOPS	Books Paid for Students	DON BOOKSTORE	5,000.00
21-P0219306	08/17/20	11	CJ/Academies	Instructional Agrmt - Salary	SERRATO AND ASSOCIATES	20,000.00
21-P0219307	08/18/20	13	Continuing Education Division	Lease Agreement - Facility	SANTA ANA UNIFIED	186,227.72
21-P0219308	08/18/20	12	Continuing Education Division	Buildings - Facility Lease	AFFORDABLE HOUSING SPECIALISTS GROUP LLC	73,520.35
21-P0219310	08/20/20	11	District Wide Technology	Software Support Service-Fixed	AD ASTRA INFORMATION SYSTEM LLC	17,115.00
21-P0219311	08/20/20	11	District Wide Technology	Software Support Service-Fixed	AD ASTRA INFORMATION SYSTEM LLC	15,225.00
21-P0219312	08/24/20	11	Human Resources Office	Legal Expenses	ATKINSON ANDELSON LOYA RUDD ROMO	20,000.00
21-P0219313	08/24/20	11	Human Resources Office	Legal Expenses	LIEBERT CASSIDY WHITMORE	100,000.00

Legend: \* = Multiple Funds for this P.O.

08/16/20 thru 09/19/20

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-P0219314	08/24/20	11	Digital Media Center	Maint Contract - Other Equip	WARE DISPOSAL CO INC	2,305.20
21-P0219315	08/25/20	61	Risk Management	Contracted Services	WEST HEALTH ADVOCATE SOLUTIONS, INC.	19,140.90
21-P0219316	08/27/20	11	District Wide Technology	Software License and Fees	DLT SOLUTIONS, LLC	1,933.08
21-P0219317	08/27/20	11	CJ/Academies	Maint/Oper Service Agreements	ORKIN PEST CONTROL	3,720.00
21-P0219318	08/31/20	11	District Wide Technology	Software Support Service-Fixed	CDW GOVERNMENT INC.	20,000.00
21-P0219319	09/01/20	12	Student Information Support	Software License and Fees	DAIS INC.	55,529.00
21-P0219320	09/04/20	11	Digital Media Center	Maint/Oper Service Agreements	VIEJO SWEEPING SERVICES	1,380.00
21-P0219321	09/04/20	13	Maintenance	Maint/Oper Service Agreements	ORKIN PEST CONTROL	14,640.00
21-P0219322	09/08/20	12	Resource Development	Contracted Services	SAN MATEO COUNTY OFFICE OF EDUCATION	100,000.00
21-P0219323	09/08/20	12	Resource Development	Contracted Services	BREA OLINDA UNIFIED SCHOOL DISTRICT	547,374.00
21-P0219324	09/08/20	12	Resource Development	Contracted Services	COVINA VALLEY UNIFIED SCHOOL DISTRICT	591,328.00
21-P0219325	09/08/20	12	Resource Development	Contracted Services	PALO ALTO UNIFIED SCHOOL DISTRICT	125,000.00
21-P0219326	09/08/20	12	Resource Development	Contracted Services	ROWLAND UNIFIED SCHOOL DISTRICT	720,000.00
21-P0219327	09/08/20	12	Resource Development	Contracted Services	EL MONTE UNION HIGH SCHOOL DISTRICT	348,225.00
21-P0219328	09/08/20	12	Resource Development	Contracted Services	SOLANO COUNTY OFFICE OF EDUCATION	125,000.00
21-P0219329	09/08/20	12	Resource Development	Contracted Services	TULARE COUNTY OFFICE OF EDUCATION	125,000.00
21-P0219330	09/08/20	12	Resource Development	Contracted Services	NORTH ORANGE COUNTY CCD	588,681.00
21-P0219331	09/08/20	11	Cosmetology	Instructional Agrmt - Salary	SANTA ANA BEAUTY ACADEMY	200,000.00
21-P0219332	09/08/20	11	Fire Academy	Lease Agreement - Facility	CENTRAL NET OPERATIONS AUTHORITY	65,000.00
21-P0219333	09/08/20	13	Administrative Services Office	Software License and Fees	NUVENTIVE LLC	43,008.00
21-P0219334	09/09/20	12	Resource Development	Contracted Services	LAKE TAHOE UNIFIED SCHOOL DISTRICT	125,000.00
21-P0219335	09/09/20	11	Human Resources Office	Software Support Service	GOVERNMENTJOBS.COM, INC.	41,749.36
21-P0219336	09/09/20	12	Resource Development	Contracted Services	SUPERINTENDENT OF SCHOOLS	125,000.00
21-P0219337	09/17/20	12	Resource Development	Contracted Services	SANTA CRUZ COUNTY OFFICE OF EDUCATION	125,000.00
21-P0219338	09/09/20	12	Resource Development	Contracted Services	VENTURA COUNTY OFFICE OF EDUCATION	125,000.00
21-P0219339	09/09/20	12	Resource Development	Contracted Services	TRI-VALLEY REGIONAL OCCUPATIONAL PROGRAM	125,000.00
21-P0219340	09/09/20	12	Resource Development	Contracted Services	TULARE COUNTY OFFICE OF EDUCATION	180,000.00
21-P0219341	09/09/20	12	Resource Development	Contracted Services	WILLIAM S. HART UNION HIGH SCHOOL DISTRICT	125,000.00
21-P0219342	09/09/20	12	Resource Development	Contracted Services	BUTTE COUNTY OFFICE OF EDUCATION	125,000.00
21-P0219343	09/09/20	12	Resource Development	Contracted Services	COVINA VALLEY UNIFIED SCHOOL DISTRICT	125,000.00
21-P0219344	09/09/20	12	Resource Development	Contracted Services	LOS ANGELES COUNTY OFFICE OF EDUCATION	500,000.00
21-P0219345	09/10/20	12	Resource Development	Contracted Services	ALHAMBRA UNIFIED SCHOOL DISTRICT	420,180.00
21-P0219346	09/10/20	12	Resource Development	Contracted Services	BELLFLOWER UNIFIED SCHOOL DISTRICT	894,025.00
21-P0219347	09/18/20	12	Resource Development	Contracted Services	OAKLAND UNIFIED SCHOOL DISTRICT	100,000.00
21-P0219348	09/10/20	12	Resource Development	Contracted Services	SCHOOL FOR INTEGRATED ACADEMICS & TECHNOLOGI	300,796.00
21-P0219349	09/10/20	12	Resource Development	Contracted Services	CORONADO UNIFIED SCHOOL DISTRICT	125,000.00
21-P0219350	09/10/20	12	Resource Development	Contracted Services	LASSEN COUNTY OFFICE OF EDUCATION	125,000.00
21-P0219351	09/10/20	11	Apprenticeship	Instructional Agrmt - Salary	OPERATING ENGINEERS TRAINING	382,849.00
21-P0219352	09/10/20	11	Apprenticeship	Instructional Agrmt - Salary	ORANGE COUNTY ELECTRICAL JOINT	372,100.00
21-P0219353	09/10/20	11	Apprenticeship	Instructional Agrmt - Salary	SO CALIF SURVEYORS	138,787.00
21-P0219354	09/10/20	11	Apprenticeship	Instructional Agrmt - Salary	METROPOLITAN WATER DISTRICT	35,270.00
21-P0219355	09/10/20	11	Apprenticeship	Instructional Agrmt - Salary	CALIF NEVADA TRAINING TRUST	323,098.00

4.12(8)

Legend: \* = Multiple Funds for this P.O.

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-P0219356	09/15/20	11	Fire Academy	Lease Agreement - Facility	CENTRAL NET OPERATIONS AUTHORITY	60,650.00
21-P0219357	09/15/20	12	Research	Software License and Fees	ALTERYX INC	11,985.00
21-P0219358	09/16/20	11	District Wide Technology	Software Support Service-Fixed	COMPUTERLAND OF SILICON VALLEY	253,629.80
21-P0219359	09/16/20	11	District Wide Technology	Software Support Service-Fixed	TOUCHNET INFORMATION SYSTEMS	17,034.00
21-P0219360	09/16/20	11	District Wide Technology	Software Support Service-Fixed	ELLUCIAN COMPANY L.P.	47,958.00
21-P0219361	09/18/20	12	Resource Development	Contracted Services	COVINA VALLEY UNIFIED SCHOOL DISTRICT	100,000.00
21-P0219362	09/18/20	12	Resource Development	Contracted Services	MERCED UNION HIGH SCHOOL DISTRICT	100,000.00
21-P0219363	09/18/20	12	Resource Development	Contracted Services	SUPERINTENDENT OF SCHOOLS	100,000.00
21-P0219364	09/18/20	12	Resource Development	Contracted Services	SANTA CRUZ COUNTY OFFICE OF EDUCATION	100,000.00
21-P0219437	09/10/20	12	Resource Development	Contracted Services	CULVER CITY UNIFIED SCHOOL DISTRICT	146,475.00
<b>Grand Total:</b>						<b>\$14,023,445.96</b>

4.12(9)

Legend: \* = Multiple Funds for this P.O.

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Environment: Production

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P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-HAWK003570	8/21/2020	31	SCC BOOKSTORE	General Merchandise	OURAY SPORTSWEAR BY SCI	\$490.80
GM-HAWK003571	9/8/2020	31	SCC BOOKSTORE	General Merchandise	PEPSI COLA CO	\$2,356.50
TR-HAWK000054	8/29/2020	31	SCC BOOKSTORE	Trade Book	BAR CHARTS INC	\$478.75
TX-DON006454	8/20/2020	31	SAC BOOKSTORE	Textbook	XANEDU	\$547.00
TX-DON006455	8/24/2020	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$689.26
TX-DON006457	8/26/2020	31	SAC BOOKSTORE	Textbook	XANEDU	\$282.00
TX-DON006459	8/28/2020	31	SAC BOOKSTORE	Textbook	SOUTHWEST ED ENTERPRISES	\$560.00
TX-DON006460	8/28/2020	31	SAC BOOKSTORE	Textbook	GOODHEART-WILLCOX CO.,INC	\$1,169.10
TX-DON006461	8/28/2020	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	\$3,840.00
TX-DON006462	8/28/2020	31	SAC BOOKSTORE	Textbook	GOODHEART-WILLCOX CO.,INC	\$3,487.50
TX-DON006463	8/28/2020	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$9,584.25
TX-DON006464	8/28/2020	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$1,082.42
TX-DON006465	8/28/2020	31	SAC BOOKSTORE	Textbook	IFSTA	\$912.00
TX-DON006466	8/28/2020	31	SAC BOOKSTORE	Textbook	NORTON, INC.	\$2,100.00
TX-DON006467	8/28/2020	31	SAC BOOKSTORE	Textbook	CENGAGE LEARNING	\$1,699.60
TX-DON006468	8/28/2020	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	\$574.80
TX-DON006469	9/1/2020	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	\$611.70
TX-DON006470	9/1/2020	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$260.04
TX-DON006471	9/1/2020	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	\$531.96
TX-DON006472	9/1/2020	31	SAC BOOKSTORE	Textbook	JONES & BARTLETT LEARNING	\$2,309.10
TX-DON006473	9/1/2020	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	\$83.00
TX-DON006474	9/1/2020	31	SAC BOOKSTORE	Textbook	XANEDU	\$273.50
TX-DON006475	9/8/2020	31	SAC BOOKSTORE	Textbook	XANEDU	\$283.00
TX-DON006476	9/8/2020	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$12.00
TX-DON006477	9/8/2020	31	SAC BOOKSTORE	Textbook	CENGAGE LEARNING	\$80.00
TX-DON006478	9/8/2020	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	\$820.62
TX-DON006479	9/9/2020	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$9.00
TX-DON006480	9/9/2020	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$1,082.20
TX-DON006481	9/9/2020	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$109.50
TX-DON006482	9/9/2020	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$187.98
TX-DON006483	9/10/2020	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$303.00
TX-DON006484	9/10/2020	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$510.55
TX-DON006485	9/11/2020	31	SAC BOOKSTORE	Textbook	NATIONAL ACADEMY OF SPORTS MEDICINE	\$450.00
TX-DON006486	9/14/2020	31	SAC BOOKSTORE	Textbook	DIAMOND COMIC DISTRIBUTOS	\$418.32
TX-DON006487	9/14/2020	31	SAC BOOKSTORE	Textbook	ELSEVIER HEALTH SCIENCE	\$1,266.80
TX-DON006490	9/14/2020	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$93.26
TX-DON006491	9/14/2020	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$40.50
TX-DON006492	9/14/2020	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$1,026.85

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-DON006493	9/15/2020	31	SAC BOOKSTORE	Textbook	SOUTHWEST ED ENTERPRISES	\$784.00
TX-DON006494	9/15/2020	31	SAC BOOKSTORE	Textbook	CENGAGE LEARNING	\$327.40
TX-DON006495	9/16/2020	31	SAC BOOKSTORE	Textbook	CENGAGE LEARNING	\$3,412.50
TX-DON006496	9/18/2020	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$58.28
TX-DON006497	9/18/2020	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	\$375.47
TX-DON006498	9/18/2020	31	SAC BOOKSTORE	Textbook	SDC PUBLICATIONS	\$40.00
TX-DON006499	9/18/2020	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$58.30
TX-FallAcct10	8/26/2020	31	SAC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	\$2,250.00
TX-HAWK004735	8/17/2020	31	SCC BOOKSTORE	Textbook	XANEDU	\$2,923.50
TX-HAWK004736	8/24/2020	31	SCC BOOKSTORE	Textbook	BLUEDOOR	\$2,940.00
TX-HAWK004737	8/24/2020	31	SCC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$951.92
TX-HAWK004738	8/24/2020	31	SCC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	\$377.01
TX-HAWK004739	8/24/2020	31	SCC BOOKSTORE	Textbook	AMAZON	\$34.35
TX-HAWK004740	8/24/2020	31	SCC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$282.75
TX-HAWK004741	8/26/2020	31	SCC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$964.72
TX-HAWK004742	8/26/2020	31	SCC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	\$438.17
TX-HAWK004743	8/26/2020	31	SCC BOOKSTORE	Textbook	AMERICAN PSYCHOLOGICAL AS	\$243.10
TX-HAWK004746	8/26/2020	31	SCC BOOKSTORE	Textbook	PENQUIN RANDOM HOUSE, INC.	\$220.32
TX-HAWK004748	8/26/2020	31	SCC BOOKSTORE	Textbook	XANEDU	\$260.00
TX-HAWK004749	8/26/2020	31	SCC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	\$4,910.00
TX-HAWK004750	8/26/2020	31	SCC BOOKSTORE	Textbook	NORTON, INC.	\$3,694.50
TX-HAWK004751	8/26/2020	31	SCC BOOKSTORE	Textbook	PEARSON EDUCATION	\$4,528.92
TX-HAWK004752	8/26/2020	31	SCC BOOKSTORE	Textbook	MPS FORMERLY VHPS	\$2,805.66
TX-HAWK004754	8/27/2020	31	SCC BOOKSTORE	Textbook	XANEDU	\$285.20
TX-HAWK004755	8/28/2020	31	SCC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	\$848.56
TX-HAWK004756	8/28/2020	31	SCC BOOKSTORE	Textbook	VINDY	\$474.77
TX-HAWK004757	8/28/2020	31	SCC BOOKSTORE	Textbook	AAPC	\$10,243.35
TX-HAWK004758	9/1/2020	31	SCC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$126.60
TX-HAWK004759	9/1/2020	31	SCC BOOKSTORE	Textbook	OXFORD UNIVERSITY PRESS	\$335.84
TX-HAWK004761	9/3/2020	31	SCC BOOKSTORE	Textbook	MCGRAW-HILL CREATE (PRIMIS)	\$690.00
TX-HAWK004762	9/3/2020	31	SCC BOOKSTORE	Textbook	INGRAM PUBLISHING SERVICES	\$163.20
TX-HAWK004763	9/16/2020	31	SCC BOOKSTORE	Textbook	WATTLES PUBLICATIONS	\$480.00
						<b>\$87,145.25</b>

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

P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
18-P0047739	08/16/20*	41	FACILITIES PLANNING AND PROG	2,316,340.00	AMENDMENT #3 (CHANGE ORDER #5), 9/16/19; INCREASE PO BY \$150,000 FOR A TOTAL YEAR 3 AGREEMENT AMOUNT OF \$939,600 PER THE THIRD AMENDMENT TO THE AGREEMENT DATED 9/10/19. BOARD APPROVED: 9/09/19	DR21189
18-P0047739	08/18/20	41	FACILITIES PLANNING AND PROG	3,105,940.00	CHANGE ORDER #6, 8/18/20; INCREASE PO BY YEAR 4 AMOUNT OF \$789,600.	DR21189
<b>18-P0047739 Changed in: PO Amount, Printed Coments</b>						
18-P0051558	08/16/20*	41	CUMMING CONSTRUCTION MGT INC	2,992,000.00	CHANGE ORDER #3, 8/12/19; INCREASE PO BY THE YEAR 2 AMOUNT OF \$1,595,000.	DR21189
18-P0051558	08/18/20	41	CUMMING CONSTRUCTION MGT INC	3,924,542.50	CHANGE ORDER #4, 8/18/20; ADJUST PO AMOUNT TO \$1,595,000 FOR YEAR 3 OF AGREEMENT	DR21189
<b>18-P0051558 Changed in: PO Amount, Printed Coments</b>						
19-P0056431	08/16/20*	12	OFFICE DEPOT BUSINESS SVCS	1,500.00		DE68698
19-P0056431	09/02/20	12	OFFICE DEPOT BUSINESS SVCS	1,431.04	CHANGE ORDER #1, 9/2/20; CLOSE OUT REMAINDER OF PO PER DEPARTMENT REQUEST.	DR21189
<b>19-P0056431 Changed in: PO Amount, Printed Coments</b>						
20-P0058684	08/16/20*	12	SMART & FINAL	500.00		DE68698
20-P0058684	09/02/20	12	SMART & FINAL	342.41	CHANGE ORDER #1, 9/2/20; CLOSE OUT REMAINING BALANCE OF PO PER DEPARTMENT REQUEST.	DR21189
<b>20-P0058684 Changed in: PO Amount, Printed Coments</b>						
20-P0059236	08/16/20*	12	OFFICE DEPOT BUSINESS SVCS	1,000.00	VENDOR TO FURNISH THE FOLLOWING IN ACCORDANCE WITH THE TERMS & CONDITIONS OF FCCC CONTRACT# CB 15-003, BOARD APPROVED 10/26/15	EE88439
20-P0059236	09/02/20	12	OFFICE DEPOT BUSINESS SVCS	979.00	CHANGE ORDER #1, 9/2/20; CLOSE OUT REMAINDER OF PO PER DEPARTMENT REQUEST. VENDOR TO FURNISH THE FOLLOWING IN ACCORDANCE WITH THE TERMS & CONDITIONS OF FCCC CONTRACT# CB 15-003, BOARD APPROVED 10/26/15	DR21189
<b>20-P0059236 Changed in: PO Amount, Printed Coments</b>						
20-P0060523	08/16/20*	12	OFFICE DEPOT BUSINESS SVCS	2,500.00	VENDOR TO FURNISH THE FOLLOWING IN ACCORDANCE WITH THE TERMS & CONDITIONS OF FCCC CONTRACT NO. CB 15-003, BOARD APPROVED 10/26/15	CP41423
20-P0060523	09/02/20	12	OFFICE DEPOT BUSINESS SVCS	2,049.19	CHANGE ORDER #1, 9/2/20; CLOSE OUT REMAINDER OF PO PER DEPARTMENT REQUEST. VENDOR TO FURNISH THE FOLLOWING IN ACCORDANCE WITH THE TERMS & CONDITIONS OF FCCC CONTRACT NO. CB 15-003, BOARD APPROVED 10/26/15	DR21189
<b>20-P0060523 Changed in: PO Amount, Printed Coments</b>						
21-P0061631	08/16/20*	11	MATERIAL HANDLING SUPPLY INC	2,000.00		JM13964
21-P0061631	08/31/20	11	MATERIAL HANDLING SUPPLY INC	2,362.66	Change order #1. Dated 8/31/20. To increase PO amount by \$362.66. Final invoice amount came to \$2,362.66, Ref invoice #01130213, dated 8/10/20. Per department request.	JM13964

\* 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
<b>21-P0061631 Changed in: PO Amount, Printed Coments</b>						
21-P0061892	08/16/20*	13	JORDISON SHAWN	9,562.00		JM13964
21-P0061892	08/18/20	13	JORDISON SHAWN	9,562.00	Change order #1. dated 8/18/20. Change GL account as per department request.	JM13964
21-P0061892	08/18/20	13	JORDISON SHAWN	9,562.00	Change order #1. Dated 8/18/20. Change GL account as per department request.	JM13964
<b>21-P0061892 Changed in: Printed Coments</b>						
21-P0061904	08/16/20*	13	RSD REFRIGERATION SUPPLIES	10,000.00		DE68698
21-P0061904	09/10/20	13	RSD REFRIGERATION SUPPLIES	9,400.00	Change Order #1 9/10/20 Reduce PO by \$600.	FC78314
<b>21-P0061904 Changed in: PO Amount, Printed Coments</b>						
21-P0061905	08/16/20*	13	POWERTRON	8,000.00		FC78314
21-P0061905	09/10/20	13	POWERTRON	7,400.00	Change Order #1 9/10/20 Reduce PO by \$600.	FC78314
<b>21-P0061905 Changed in: PO Amount, Printed Coments</b>						
21-P0061936	08/17/20	12	VERNIER SOFTWARE & TECHNOLOG	2,622.00		FC78314
21-P0061936	08/17/20	12	VERNIER SOFTWARE & TECHNOLOG	2,622.00	Change Order #1 8/17/20 Amend account number to 12-1232-190200-25168-5950 under the CARES Project at SCC.	FC78314
<b>21-P0061936 Changed in: Printed Coments</b>						
21-P0061959	08/16/20*	12	MORRIS AND LEE INC	12,154.50		JM13964
21-P0061959	08/17/20	12	MORRIS AND LEE INC	13,367.28		JM13964
<b>21-P0061959 Changed in: PO Amount</b>						
21-P0062111	08/16/20*	11	KEY CONTROL HOLDING	3,551.04		JM13964
21-P0062111	09/03/20	11	KEY CONTROL HOLDING	3,706.92	Change order #1. applied sales tax to line item #2 because it involves both software and hardware upgrade. Per department request and as per ref invoice #862739	JM13964
<b>21-P0062111 Changed in: PO Amount, Printed Coments</b>						
21-P0062127	08/18/20	13	MORRIS AND LEE INC	14,827.93	Due to COVID-19, kits are being purchased for student use in Fall Science labs. See vendor quote #SQ-0007380	JM13964
21-P0062127	08/18/20	13	MORRIS AND LEE INC	14,827.93		JM13964
<b>21-P0062127 Changed in: Printed Coments</b>						
21-P0062145	08/20/20	13	EBERHARD EQUIPMENT	9,318.94		JM13964
21-P0062145	08/24/20	13	EBERHARD EQUIPMENT	9,372.05	Change order #1. dated 8/24/20. applied/added tax to Dealer Assy cost, Freight cost and PDI cost in order to match PO with total quote.	JM13964

\* 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
<b>21-P0062145 Changed in: PO Amount, Printed Coments</b>						
21-P0062153	08/20/20	12	PROMOTIONAL DESIGN CONCEPTS	2,733.29		FC78314
21-P0062153	08/20/20	12	PROMOTIONAL DESIGN CONCEPTS	2,643.79		FC78314
<b>21-P0062153 Changed in: PO Amount</b>						
21-P0062167	08/21/20	12	BURLINGTON ENGLISH INC	1,920.00	Requestor: Henry Kim- CEC-Customer:20841, Proposal-P905199	FC78314
21-P0062167	08/24/20	12	BURLINGTON ENGLISH INC	1,920.00		FC78314
<b>21-P0062167 Changed in: Printed Coments</b>						
21-P0062196	08/24/20	12	THE DICKLER CORPORATION	1,261.09	Smallware items for Culinary Training Program at Lincoln Education Center in Garden Grove.	FC78314
21-P0062196	08/24/20	12	THE DICKLER CORPORATION	1,261.09	Smallware items for Culinary Training Program at Lincoln Education Center in Garden Grove.	FC78314
<b>21-P0062196 Changed in: Printed Coments</b>						
21-P0062208	08/25/20	43	CDW GOVERNMENT INC.	27,762.66	VENDOR TO PROVIDE THE FOLLOWING LAPTO CARTS FOR THE SCIENCE CENTER AT SANTA ANA COLLEGE, PER QUOTE #LPJH355, DATED 8/17/2020, IN ACCORDANCE WITH THE TERMS CONDITIONS OF FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES (FCCC) CONTRACT #CB-185-17; BOARD APPROVED: JULY 15, 2019	FC78314
21-P0062208	08/27/20	43	CDW GOVERNMENT INC.	27,762.66	CHANGE ORDER #1 8/27/20 AMEND DELIVERY LOCATION TO SANTA ANA COLLEGE, SCIENCE CENTER. VENDOR TO PROVIDE THE FOLLOWING LAPTO CARTS FOR THE SCIENCE CENTER AT SANTA ANA COLLEGE, PER QUOTE #LPJH355, DATED 8/17/2020, IN ACCORDANCE WITH THE TERMS CONDITIONS OF FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES (FCCC) CONTRACT #CB-185-17; BOARD APPROVED: JULY 15, 2019	FC78314
<b>21-P0062208 Changed in: Printed Coments</b>						
21-P0062243	09/01/20	12	B & H PHOTO VIDEO INC	2,481.90		JM13964
21-P0062243	09/17/20	12	B & H PHOTO VIDEO INC	2,403.84	Change order #1. dated 9/17/20. Cancel line item #4 due no longer in stock. Add line item #6 as replacement.	JM13964
21-P0062243	09/17/20	12	B & H PHOTO VIDEO INC	2,403.84	Change order #1. dated 9/17/20. Cancelled line item #4, due to product no longer in stock. Added line item #6 as the replacement.	JM13964
<b>21-P0062243 Changed in: PO Amount, Printed Coments</b>						
21-P0062274	09/03/20	13	OFFICE DEPOT BUSINESS SVCS	33.71		JM13964
21-P0062274	09/03/20	13	OFFICE DEPOT BUSINESS SVCS	33.71	Vendor to furnish the following in accordance with the Terms & Conditions of FCCC Contract# CB 15-003, Board Approved 10/26/15.	JM13964
<b>21-P0062274 Changed in: Printed Coments</b>						

\* 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
21-P0062283	09/04/20	12	AMERICAN WELDING SOCIETY, IN	7,276.06		JM13964
21-P0062283	09/10/20	12	AMERICAN WELDING SOCIETY, IN	7,276.06	Change order #1. dated 9/10/20. Changed vendor address from Miami Head Office to LA Office as local office is responsible to fulfill orders.	JM13964
<b>21-P0062283 Changed in: Printed Coments</b>						
21-P0062286	09/04/20	13	ORANGE COUNTY PUMPING, INC.	41,881.30	Annual PM service to hydr-jet grease traps at SAC, CEC, and OCSRTA.	JM13964
21-P0062286	09/15/20	13	ORANGE COUNTY PUMPING, INC.	1.00	Annual PM service to hydr-jet grease traps at SAC, CEC, and OCSRTA.	EE88439
21-P0062286	09/15/20	13	ORANGE COUNTY PUMPING, INC.	41,881.30	Annual PM service to hydr-jet grease traps at SAC, CEC, and OCSRTA.	EE88439
<b>21-P0062286 Changed in: PO Amount</b>						
21-P0062298	09/08/20	13	OFFICE DEPOT BUSINESS SVCS	500.00	Vendor to furnish the following in accordance with the Terms & Conditions of FCCC Contract# CB 15-003, Board Approved 10/26/15.	JM13964
21-P0062298	09/10/20	13	OFFICE DEPOT BUSINESS SVCS	500.00	Change order #1. dated 9/10/20. Correction made to line item quantity and unit price. Vendor to furnish the following in accordance with the Terms & Conditions of FCCC Contract# CB 15-003, Board Approved 10/26/15.	JM13964
21-P0062298	09/10/20	13	OFFICE DEPOT BUSINESS SVCS	500.00	Vendor to furnish the following in accordance with the Terms & Conditions of FCCC Contract# CB 15-003, Board Approved 10/26/15.	JM13964
21-P0062298	09/10/20	13	OFFICE DEPOT BUSINESS SVCS	500.00	Change order #1. dated 9/10/20. Correction made to line quantity and unit price. Vendor to furnish the following in accordance with the Terms & Conditions of FCCC Contract# CB 15-003, Board Approved 10/26/15.	JM13964
<b>21-P0062298 Changed in: Printed Coments</b>						
21-P0062349	09/14/20	12	EBSCO	370.95	SCC Library	FC78314
21-P0062349	09/14/20	12	EBSCO	370.95		FC78314
<b>21-P0062349 Changed in: Printed Coments</b>						
21-P0062381	09/17/20	12	FISHER SCIENTIFIC	429.59		JM13964
21-P0062381	09/17/20	12	FISHER SCIENTIFIC	429.59	VENDOR TO PROVIDE THE FOLLOWING SCIENCE EQUIPMENT AND SUPPLIES IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF NASPO VALUE POINT MASTER AGREEMENT #MA16000234-1 AND DGS MASTER AGREEMENT #7-16-99-26-02; BOARD APPROVED: 04/24/2017.	JM13964
<b>21-P0062381 Changed in: Printed Coments</b>						
19-P0199493	08/16/20*	12	KONICA MINOLTA BUSINESS	1,025.39	VENDOR TO PROVIDE 60-MONTH COPIER LEASE WITH A \$1.00 PURCHASE BUYOUT OPTION AT THE END OF LEASE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE FCCC ADMINISTRATIVE SERVICES AGREEMENT #CB 13-011 RELATED TO RFP #13-001; BOARD APPROVED: FEB 22, 2016	TK99541

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
19-P0199493	09/02/20	12	KONICA MINOLTA BUSINESS	512.70	CHANGE ORDER #1, 9/2/20; CLOSE OUT REMAINDER OF PO PER DEPARTMENT REQUEST. VENDOR TO PROVIDE 60-MONTH COPIER LEASE WITH A \$1.00 PURCHASE BUYOUT OPTION AT THE END OF LEASE IN ACCORDANCE WITH THE TERNS AND CONDITIONS OF THE FCCC ADMINISTRATIVE SERVICES AGREEMENT #CB 13-011 RELATED TO RFP #13-001; BOARD APPROVED: FEB 22, 2016	DR21189
<b>19-P0199493 Changed in: PO Amount, Printed Coments</b>						
20-P0209275	08/16/20*	12	KONICA MINOLTA BUSINESS	3,119.00	CONTINUATION OF 60-MONTH COPIER LEASE WITH A \$1.00 PURCHASE BUYOUT OPTION AT THE END OF LEASE IN ACCORDANCE WITH THE TERNS AND CONDITIONS OF THE FCCC ADMINISTRATIVE SERVICES AGREEMENT #CB 13-011 RELATED TO RFP #13-001; BOARD APPROVED: FEB 22, 2016	DP29747
20-P0209275	09/02/20	12	KONICA MINOLTA BUSINESS	2,599.20	CHANGE ORDER #1, 9/2/20; CLOSE OUT REMAINDER OF PO PER DEPARTMENT REQUEST. CONTINUATION OF 60-MONTH COPIER LEASE WITH A \$1.00 PURCHASE BUYOUT OPTION AT THE END OF LEASE IN ACCORDANCE WITH THE TERNS AND CONDITIONS OF THE FCCC ADMINISTRATIVE SERVICES AGREEMENT #CB 13-011 RELATED TO RFP #13-001; BOARD APPROVED: FEB 22, 2016	DR21189
<b>20-P0209275 Changed in: PO Amount, Printed Coments</b>						
20-P0209276	08/16/20*	12	KONICA MINOLTA BUSINESS	5,600.00	CONTINUATION OF 60-MONTH COPIER MAINTENANCE PLAN IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE FCCC ADMNISTRATIVE SERVICES AGREEMENT #CB 13-011 RELATED TO RFP #13-001; BOARD APPROVED: FEB 22, 2016	DP29747
20-P0209276	09/02/20	12	KONICA MINOLTA BUSINESS	2,506.68	CHANGE ORDER #1, 9/2/20; CLOSE OUT REMAINDER OF PO PER DEPARTMENT REQUEST. CONTINUATION OF 60-MONTH COPIER MAINTENANCE PLAN IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE FCCC ADMNISTRATIVE SERVICES AGREEMENT #CB 13-011 RELATED TO RFP #13-001; BOARD APPROVED: FEB 22, 2016	DR21189
<b>20-P0209276 Changed in: PO Amount, Printed Coments</b>						
20-P0209277	08/16/20*	12	KONICA MINOLTA BUSINESS	3,119.00	CONTINUATION OF 60-MONTH COPIER LEASE WITH A \$1.00 PURCHASE BUYOUT OPTION AT THE END OF LEASE IN ACCORDANCE WITH THE TERNS AND CONDITIONS OF THE FCCC ADMINISTRATIVE SERVICES AGREEMENT #CB 13-011 RELATED TO RFP #13-001; BOARD APPROVED: FEB 22, 2016	DP29747
20-P0209277	09/02/20	12	KONICA MINOLTA BUSINESS	2,339.28	CHANGE ORDER #1, 9/2/20; CLOSE OUT REMAINDER OF PO PER DEPARTMENT REQUEST. CONTINUATION OF 60-MONTH COPIER LEASE WITH A \$1.00 PURCHASE BUYOUT OPTION AT THE END OF LEASE IN ACCORDANCE WITH THE TERNS AND CONDITIONS OF THE FCCC ADMINISTRATIVE SERVICES AGREEMENT #CB 13-011 RELATED TO RFP #13-001; BOARD APPROVED: FEB 22, 2016	DR21189
<b>20-P0209277 Changed in: PO Amount, Printed Coments</b>						
20-P0209278	08/16/20*	12	KONICA MINOLTA BUSINESS	5,600.00	CONTINUATION OF 60-MONTH COPIER MAINTENANCE PLAN IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE FCCC ADMNISTRATIVE SERVICES AGREEMENT #CB 13-011 RELATED TO RFP #13-001; BOARD APPROVED: FEB 22, 2016	DP29747

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
20-P0209278	09/02/20	12	KONICA MINOLTA BUSINESS	1,259.10	CHANGE ORDER #1, 9/2/20; CLOSE OUT REMAINDER OF PO PER DEPARTMENT REQUEST. CONTINUATION OF 60-MONTH COPIER MAINTENANCE PLAN IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE FCCC ADMINISTRATIVE SERVICES AGREEMENT #CB 13-011 RELATED TO RFP #13-001; BOARD APPROVED: FEB 22, 2016	DR21189
<b>20-P0209278 Changed in: PO Amount, Printed Coments</b>						
20-P0209531	08/16/20*	12	TULARE COUNTY OFFICE OF EDUC	125,000.00		DE68698
20-P0209531	08/17/20	12	TULARE COUNTY OFFICE OF EDUC	100,000.00	CHANGE ORDER NO.: 1, DATE: 08/17/2020; TO DECREASE PO BY \$25,000 FOR A TOTAL AGREEMENT AMOUNT OF \$100,000 PER FIRST AMENDMENT DATED 05/11/2020; BOARD APPROVED: 05/11/2020	EE88439
<b>20-P0209531 Changed in: PO Amount, Printed Coments</b>						
21-P0219066	08/16/20*	33	XEROX CORP	1,189.82		DR21189
21-P0219066	08/25/20	33	XEROX CORP	1,189.82	PO CANCELLED. PER XEROX, THEY NO LONGER SUPPORT MAINTENANCE FOR THIS MACHINE.	DR21189
<b>21-P0219066 Changed in: Printed Coments</b>						
21-P0219076	08/16/20*	11	XEROX CORP	2,043.86	CHANGE ORDER #1, 7/20/20; ADDITION OF SALES TAX TO LEASE AMOUNT. MONTH TO MONTH AND FORMATTING CORRECTION TO COPY USAGE LINE. CONTINUATION OF THE FOLLOWING (60) MONTH FMV TERM LEASE FOR XEROX EQUIPMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CMAS CONTRACT #3-01-36-0030A BOARD APPROVED: JULY 31, 2006.	DR21189
21-P0219076	09/02/20	11	XEROX CORP	2,051.08	CHANGE ORDER #2, 9/2/20; CORRECT MONTHLY LEASE AMOUNT. CONTINUATION OF THE FOLLOWING (60) MONTH FMV TERM LEASE FOR XEROX EQUIPMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CMAS CONTRACT #3-01-36-0030A BOARD APPROVED: JULY 31, 2006.	DR21189
<b>21-P0219076 Changed in: PO Amount, Printed Coments</b>						
21-P0219135	09/03/20	13	WARE DISPOSAL CO INC	21,263.36	VENDOR TO PROVIDE THE FOLLOWING IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF BID #1347, BOARD APPROVED: 11.26.18	DE68698
21-P0219135	09/08/20	13	WARE DISPOSAL CO INC	23,428.36	CHANGE ORDER #1 9/8/20 AMEND ITEM #2 UNIT PRICE TO 649.50 AND DESCRIPTION FOR THREE BINS OF ORGANIC GREEN WASTE. VENDOR TO PROVIDE THE FOLLOWING IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF BID #1347, BOARD APPROVED: 11.26.18	FC78314
<b>21-P0219135 Changed in: PO Amount, Printed Coments</b>						
21-P0219163	08/16/20*	11	KONICA MINOLTA BUSINESS	3,000.00	CHANGE ORDER #1, 7/20/20; ADDITION OF REFERENCE TO SERIAL NUMBER. CONTINUATION OF 60-MONTH COPIER LEASE WITH A \$1.00 PURCHASE OPTION AT THE END OF LEASE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CMAS AGREEMENT #3-16-36-0052B; BOARD APPROVED: 10/14/19	DR21189

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
21-P0219163	09/10/20	11	KONICA MINOLTA BUSINESS	3,000.00	CHANGE ORDER #2, 9/10/20; CORRECTION OF TERM OF PO TO BE FOR THE CURRENT FISCAL YEAR. CONTINUATION OF 60-MONTH COPIER LEASE WITH A \$1.00 PURCHASE OPTION AT THE END OF LEASE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CMAS AGREEMENT #3-16-36-0052B; BOARD APPROVED: 10/14/19	DR21189
<b>21-P0219163 Changed in: Printed Coments</b>						
21-P0219183	08/16/20*	11	CANON BUSINESS SOLUTIONS	6,500.00	CHANGE ORDER #1, 8/13/20; ADDITION OF REFERENCE TO MACHINE SERIAL NUMBERS. VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE NASPO VALUEPOINT MASTER PRICE AGREEMENT #3091, CA PARTICIPATING ADDENDUM #7-15-70-23, BOARD APPROVED: 12/4/17.	DR21189
21-P0219183	08/18/20	11	CANON SOLUTIONS AMERICA, INC	6,500.00	CHANGE ORDER #2, 8/18/20; UPDATE VENDOR ID TO THE CORRECT VENDOR. VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE NASPO VALUEPOINT MASTER PRICE AGREEMENT #3091, CA PARTICIPATING ADDENDUM #7-15-70-23, BOARD APPROVED: 12/4/17.	DR21189
<b>21-P0219183 Changed in: Vendor, Printed Coments</b>						
21-P0219266	08/16/20*	12	TRI-VALLEY REGIONAL OCCUPATI	100,000.00		DR21189
21-P0219266	09/16/20	12	TRI-VALLEY REGIONAL OCCUPATI	125,000.00	CHANGE ORDER NO.:1, DATE: 09/16/2020, TO INCREASE PO BY \$25,000 FOR A TOTAL OF \$125,000 PER SECOND AMENDMENT DATED 08/10/2020	EE88439
<b>21-P0219266 Changed in: PO Amount, Printed Coments</b>						
21-P0219283	08/16/20*	11	XEROX CORP	414.61	Ruth Cossio-Muniz, Director, DMC	JM13964
21-P0219283	09/10/20	11	XEROX CORP	384.80	CHANGE ORDER #1, 9/10/20; REMOVAL OF MAINTENANCE FOR S/N: UTV816006 PER XEROX NOTIFICATION THAT IT HAS REACHED END-OF-LIFE AND IS NO LONGER SUPPORTED.	DR21189
<b>21-P0219283 Changed in: PO Amount, Printed Coments</b>						
21-P0219309	08/18/20	11	XEROX CORP	817.87	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.	FC78314
21-P0219309	09/10/20	11	XEROX CORP	0.00	CHANGE ORDER #1, 9/10/20; CANCELLATION OF PURCHASE ORDER PER XEROX NOTIFICATION THAT S/N: L99038968 HAS REACHED ITS END-OF-LIFE AND IS NO LONGER SUPPORTED. 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
<b>21-P0219309 Changed in: PO Amount, Printed Coments</b>						
21-P0219314	09/03/20	11	WARE DISPOSAL CO INC	2,305.20	VENDOR TO PROVIDE THE FOLLOWING IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF BID #1347, BOARD APPROVED: 11.26.18.	DE68698

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
21-P0219314	09/09/20	11	WARE DISPOSAL CO INC	384.20	VENDOR TO PROVIDE THE FOLLOWING IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF BID #1347, BOARD APPROVED: 11.26.18.	JM13964
21-P0219314	09/09/20	11	WARE DISPOSAL CO INC	2,305.20	VENDOR TO PROVIDE THE FOLLOWING IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF BID #1347, BOARD APPROVED: 11.26.18.	JM13964

21-P0219314 Changed in: PO Amount

4.12(20)

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**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM AUGUST 16, 2020 THROUGH SEPTEMBER 19, 2020  
BOARD MEETING OF OCTOBER 26, 2020**

P.O. #	Amount	Description	Department	Comment
21-B0001878	\$265,000.00	Fire Alarm and Fire Life Safety specialist consultant services	Auxiliary Services Office-Dist	Board Approved: March 23, 2020
21-P0062122	\$85,000.00	Fall 2020 book vouchers for EOPS students at Santiago Canyon College	SCC -EOPS	
21-P0062132	\$23,511.05	Chairs and stools to furnish the new Science Center at Santa Ana College	DO -Facility Planning	Purchased from the Foundation for California Community Colleges (FCCC) Teknion contract #CB-202-18. Board Approved: July 15, 2019
21-P0062169	\$22,395.00	Parking lot asphalt removal and repaving related to conduit repairs at Santiago Canyon College	SCC -Maintenance	Received Quotations: *1. Arrow Parking Lot Service, Inc 2. Newbuild Construction 3. ABC Parking 4. El Camino Asphalt *Successful Bidder
21-P0062179	\$59,302.00	Filming, editing and production of Career Education videos for Santa Ana College	SAC -Career Ed & Work Dev	Board Approved: August 10, 2020
21-P0062186	\$25,000.00	Recruitment advertising services	DO -Human Resources	Board Approved: August 10, 2020

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PURCHASE ORDERS OF \$15,000 AND OVER  
FROM AUGUST 16, 2020 THROUGH SEPTEMBER 19, 2020  
BOARD MEETING OF OCTOBER 26, 2020**

P.O. #	Amount	Description	Department	Comment
21-P0062189	\$18,197.16	SaniSprayer 360 portable sprayer for sanitizing and disinfecting facilities	DO -Risk Management	Approved by Chancellor Marvin Martinez with approval of the Board of Trustees and authorized by Resolution No. 20-03, Resolution Declaring an Emergency and Authorizing Necessary Actions Regarding Novel Coronavirus (COVID-19)
21-P0062195	\$20,000.00	Instructional services agreement with Pacific Clinics for noncredit classes	SCC -Orange Educ Ctr	Board Approved: June 15, 2020
21-P0062208	\$27,762.66	Laptop storage and charging carts for the new Science Center at Santa Ana College	DO -Facility Planning	Purchased from the Foundation for California Community Colleges (FCCC) Teknion contract #CB-185-17. Board Approved: July 15, 2019
21-P0062210	\$177,060.00	Basic and catastrophic insurance premiums for students and student athletes at Santa Ana College and Santiago Canyon College	DO -Risk Management	Annual premiums
21-P0062213	\$250,000.00	Advertising and marketing campaign with media buying services for the Rancho Santiago Adult Education Consortium	SCC -Continuing Education Division	Board Approved: August 10, 2020
21-P0062233	\$20,175.00	Extension of Professional Services Agreement for online orientation videos and images for Santiago Canyon College Guided Pathways Leadership Group	SCC -Academic Affairs	Board Approved: June 15, 2020

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PURCHASE ORDERS OF \$15,000 AND OVER  
FROM AUGUST 16, 2020 THROUGH SEPTEMBER 19, 2020  
BOARD MEETING OF OCTOBER 26, 2020**

P.O. #	Amount	Description	Department	Comment
21-P0062235	\$52,000.00	Installation of emergency Blue Phones at the Centennial Education Center	DO -Facility Planning	Received Quotations: *1. Newbuild Construction 2. RAMCO *Successful Bidder
21-P0062244	\$26,315.05	Computer network cards, mounting brackets and power supplies	DO -District Wide Technology	Purchased from the Foundation for California Community Colleges (FCCC) Teknion contract #CB-185-17 Board Approved: July 15, 2019
21-P0062252	\$100,500.00	Fall 2020 e-grocery cards for disbursement to EOPS students at Santa Ana College	SAC -EOPS	
21-P0062262	\$48,969.34	Desktop computers, monitors, sound bars and extended warranties for the District Office	DO -District Wide Technology	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #MNVP-133 Board Approved: November 9, 2015
21-P0062278	\$75,668.76	Laptop computers with extended warranties for Child Development staff use while working remotely	DO -Child Development Services	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #MNVP-133 Board Approved: November 9, 2015
21-P0062281	\$774,198.00	Annual ASCIP Workers Compensation insurance	DO -Risk Management	Annual premium

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PURCHASE ORDERS OF \$15,000 AND OVER  
FROM AUGUST 16, 2020 THROUGH SEPTEMBER 19, 2020  
BOARD MEETING OF OCTOBER 26, 2020**

P.O. #	Amount	Description	Department	Comment
21-P0062286	\$41,881.30	Annual hydro-jet and grease traps cleaning at Santa Ana College, Centennial Education Center and Orange County Sheriff's Regional Training Academy	SAC -Maintenance	Received Quotations: *1. Orange County Pumping, Inc *Successful Bidder
21-P0062288	\$1,085,617.00	Annual ASCIP Property and Liability insurance	DO -Risk Management	Annual premium
21-P0062289	\$15,900.00	Preventative maintenance including fertilization and weed control for baseball, softball and football fields at Santa Ana College	SAC -Maintenance	Received Quotations: *1. Lawnscape Systems 2. Mariposa Landscapes, Inc. *Successful Bidder
21-P0062356	\$22,145.97	Equipment for the Culinary Training program at the Lincoln Education Center	SAC -Continuing Ed	Received Quotations: *1. The Dickler Corp, dba Chef's Toys 2. Webstaurant Store *Successful Bidder
21-P0062370	\$21,365.85	Table-top tire changer equipment	SAC -Automotive Technology	Purchased from the California Multiple Awards Schedule (CMAS) contract #4-13-56-0055A Board Approved: October 14, 2019
21-P0062373	\$24,271.11	Laptop computers with extended warranties for Biology and Biotech students at Santiago Canyon College	SCC -Biology	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #MNVP-133 Board Approved: November 9, 2015



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PURCHASE ORDERS OF \$15,000 AND OVER  
FROM AUGUST 16, 2020 THROUGH SEPTEMBER 19, 2020  
BOARD MEETING OF OCTOBER 26, 2020**

P.O. #	Amount	Description	Department	Comment
21-P0219306	\$20,000.00	Instructional agreement for law enforcement training	SAC -CJ/Academies	Board Approved: April 13, 2020
21-P0219307	\$186,227.72	Lease of the Remington Education Center facility at 1325 E. 4th Street, Santa Ana, CA 92701	SAC -Continuing Education	Board Approved: April 12, 2017
21-P0219308	\$73,520.35	Lease of property at 1572 N. Main Street, Orange, CA 92867	SCC -Continuing Education	Board Approved: January 11, 2016
21-P0219310	\$17,115.00	Annual support renewal for Astra Schedule software	DO -District Wide Technology	Board Approved: June 15, 2020
21-P0219311	\$15,225.00	Annual cloud hosting renewal for Astra Schedule software	DO -District Wide Technology	Board Approved: June 15, 2020
21-P0219312	\$20,000.00	General legal services and trainings with Atkinson Andelson Loya Rudd Romo	DO -Human Resources	Board Approved: June 15, 2020
21-P0219313	\$100,000.00	General legal services and trainings with Liebert Cassidy Whitmore	DO -Human Resources	Board Approved: June 15, 2020
21-P0219315	\$19,140.90	Advocacy and Employee Assistance Program	DO -Risk Management	Board Approved: July 20, 2015

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM AUGUST 16, 2020 THROUGH SEPTEMBER 19, 2020  
BOARD MEETING OF OCTOBER 26, 2020**

P.O. #	Amount	Description	Department	Comment
21-P0219318	\$20,000.00	Annual renewal of Cisco Umbrella Insights software	District Wide Technology	Purchased from the Foundation for California Community Colleges (FCCC) contract #CB-185-17 Board Approved: July 15, 2019
21-P0219319	\$55,529.00	Annual renewal of Regroup mass notification software	SAC -Academic Affairs	Board Approved: August 10, 2020
21-P0219322	\$100,000.00	Sub-agreement with San Mateo County Office of Education to host the Strong Workforce Program K-12 Pathway Coordinator serving the San Mateo County CCD in the Bay Area region	DO -Resource Development	Board Approved: March 23, 2020
21-P0219323	\$547,374.00	Sub-agreement with Brea Olinda Unified School District to create, support and/or expand high-quality career technical education programs at the K-12 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: April 27, 2020
21-P0219324	\$591,328.00	Sub-agreement with Covina-Valley Unified School District to create, support and/or expand high-quality career technical education programs at the K-12 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: April 27, 2020

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM AUGUST 16, 2020 THROUGH SEPTEMBER 19, 2020  
BOARD MEETING OF OCTOBER 26, 2020**

P.O. #	Amount	Description	Department	Comment
21-P0219325	\$125,000.00	Sub-agreement with Palo Alto Unified School District to host the Strong Workforce Program K-12 Pathway Coordinator serving the Foothill-DeAnza County CCD in the Bay Area region	DO -Resource Development	Board Approved: May 11, 2020
21-P0219326	\$720,000.00	Sub-agreement with Rowland Unified School District to create, support and/or expand high-quality career technical education programs at the K-12 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: April 27, 2020
21-P0219327	\$348,225.00	Sub-agreement with El Monte Union High School District to create, support and/or expand high-quality career technical education programs at the K-12 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: April 27, 2020
21-P0219328	\$125,000.00	Sub-agreement with Solano County Office of Education to host the Strong Workforce Program K-12 Pathway Coordinator serving the Solano County CCD in the Bay Area region	DO -Resource Development	Board Approved: May 11, 2020

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM AUGUST 16, 2020 THROUGH SEPTEMBER 19, 2020  
BOARD MEETING OF OCTOBER 26, 2020**

P.O. #	Amount	Description	Department	Comment
21-P0219329	\$125,000.00	Sub-agreement with Tulare County Office of Education to host the Strong Workforce Program K-12 Pathway Coordinator serving the Sequoias CCD in the Central Valley/Mother Lode region	DO -Resource Development	Board Approved: May 11, 2020
21-P0219330	\$588,681.00	Sub-agreement with North Orange County CCD on behalf of Cypress College to implement FY19/20 of the Strong Workforce Program Regional Apportionment	DO -Resource Development	Board Approved: February 27, 2017
21-P0219331	\$200,000.00	Instructional agreement for Vocational Cosmetology Education and Esthetician Education Program	SAC -Cosmetology	Board Approved: June 15, 2020
21-P0219332	\$65,000.00	Lease of Central Net facilities for the Basic Fire Academy	SAC -Fire Academy	Board Approved: July 13, 2020
21-P0219333	\$43,008.00	Annual renewal of Nuventive Improve software	SAC -Administrative Services	Board Approved: October 14, 2019
21-P0219334	\$125,000.00	Sub-agreement with Lake Tahoe Unified School District to host the Strong Workforce Program K-12 Pathway Coordinator serving the Lake Tahoe Community College District in the North/Far North region	DO -Resource Development	Board Approved: May 11, 2020

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM AUGUST 16, 2020 THROUGH SEPTEMBER 19, 2020  
BOARD MEETING OF OCTOBER 26, 2020**

P.O. #	Amount	Description	Department	Comment
21-P0219335	\$41,749.36	Annual renewal of Human Resources software subscriptions with Governmentjobs.com	DO -Human Resources	Board Approved: September 23, 2019
21-P0219336	\$125,000.00	Sub-agreement with Siskiyou County Office of Education to host the Strong Workforce Program K-12 Pathway Coordinator serving the Siskiyou Joint CCD in the North/Far North Region	DO -Resource Development	Board Approved: May 11, 2020
21-P0219337	\$125,000.00	Sub-agreement with Santa Cruz County Office of Education to host the Strong Workforce Program K-12 Pathway Coordinator serving the Cabrillo CCD in the Bay Area Region	DO -Resource Development	Board Approved: May 11, 2020
21-P0219338	\$125,000.00	Sub-agreement with Ventura County Office of Education to host the Strong Workforce Program K-12 Pathway Coordinator serving the Ventura County CCD in the South Central Coast Region	DO -Resource Development	Board Approved: May 11, 2020
21-P0219339	\$125,000.00	Sub-agreement with Tri-Valley Regional Occupational Program to host the Strong Workforce Program K-12 Pathway Coordinator serving the Chabot-Las Positas CCD in the Bay Area region	DO -Resource Development	Board Approved: May 11, 2020

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM AUGUST 16, 2020 THROUGH SEPTEMBER 19, 2020  
BOARD MEETING OF OCTOBER 26, 2020**

P.O. #	Amount	Description	Department	Comment
21-P0219340	\$180,000.00	Sub-agreement with Tulare County Office of Education to host the K14 Technical Assistance Provider for the Central Valley/Mother Lode Region	DO -Resource Development	Board Approved: May 11, 2020
21-P0219341	\$125,000.00	Sub-agreement with William S. Hart Union High School District to host the Strong Workforce Program K-12 Pathway Coordinator serving the Santa Clarita CCD in the South Central Coast Region	DO -Resource Development	Board Approved: May 11, 2020
21-P0219342	\$125,000.00	Sub-agreement with Butte County Office of Education to host the Strong Workforce Program K-12 Pathway Coordinator serving the Butte-Glenn CCD in the North/Far North Region	DO -Resource Development	Board Approved: May 11, 2020
21-P0219343	\$125,000.00	Sub-agreement with Covina-Valley Unified School District to host the Strong Workforce Program K-12 Pathway Coordinator serving the Mt. San Antonio CCD in the Los Angeles County Region	DO -Resource Development	Board Approved: May 11, 2020
21-P0219344	\$500,000.00	Sub-agreement with Los Angeles County Office of Education to host the Strong Workforce Program Pathway Coordinator serving the Cerritos, Citrus, Glendale and Pasadena Area CCDs in the Los Angeles County Region	DO -Resource Development	Board Approved: May 11, 2020

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM AUGUST 16, 2020 THROUGH SEPTEMBER 19, 2020  
BOARD MEETING OF OCTOBER 26, 2020**

P.O. #	Amount	Description	Department	Comment
21-P0219345	\$420,180.00	Sub-agreement with Alhambra Unified School District to create, support and/or expand high-quality career technical education programs at the K-12 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: April 27, 2020
21-P0219346	\$894,025.00	Sub-agreement with Bellflower Unified School District to create, support and/or expand high-quality career technical education programs at the K-12 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: April 27, 2020
21-P0219347	\$100,000.00	Sub-agreement with Oakland Unified School District to host the Strong Workforce Program K-12 Pathway Coordinator serving the Peralta CCD in the Bay Area Region	DO -Resource Development	Board Approved: March 23, 2020
21-P0219348	\$300,796.00	Sub-agreement with School for Integrated Academies and Technologies, Inc. (SIATech) Academy South to create, support and/or expand high-quality career technical education programs at the K-12 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: April 27, 2020

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM AUGUST 16, 2020 THROUGH SEPTEMBER 19, 2020  
BOARD MEETING OF OCTOBER 26, 2020**

P.O. #	Amount	Description	Department	Comment
21-P0219349	\$125,000.00	Sub-agreement with Coronado Unified School District to host the Strong Workforce Program K-12 Pathway Coordinator serving the Southwestern CCD in the San Diego/Imperial Region	DO -Resource Development	Board Approved: July 13, 2020
21-P0219350	\$125,000.00	Sub-agreement with Lassen Union High School District/Lassen County Office of Education to host the Strong Workforce Program K-12 Pathway Coordinator serving the Lassen CCD in the North/Far North Region	DO -Resource Development	Board Approved: May 11, 2020
21-P0219351	\$382,849.00	Instructional agreement for the operating engineer apprentices	SCC -Business & Career Ed	Board Approved: June 15, 2020
21-P0219352	\$372,100.00	Instructional agreement for the electrical apprentices	SCC -Business & Career Ed	Board Approved: June 15, 2020
21-P0219353	\$138,787.00	Instructional agreement for the surveying apprentices	SCC -Business & Career Ed	Board Approved: June 15, 2020
21-P0219354	\$35,270.00	Instructional agreement for the Metropolitan Water District apprentices	SCC -Business & Career Ed	Board Approved: June 15, 2020
21-P0219355	\$323,098.00	Instructional agreement for the power lineman apprentices	SCC -Business & Career Ed	Board Approved: June 15, 2020



**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM AUGUST 16, 2020 THROUGH SEPTEMBER 19, 2020  
BOARD MEETING OF OCTOBER 26, 2020**

P.O. #	Amount	Description	Department	Comment
21-P0219356	\$60,650.00	Lease of Central Net facilities for the Basic Fire Academy	SAC -Fire Academy	Board Approved: June 30, 2008
21-P0219358	\$253,629.80	Microsoft Campus Agreement & Academic Select/Participation Agreement renewal	DO -ITS	Board Approved: September 14, 2020
21-P0219359	\$17,034.00	Subscription service for Touchnet Bill and payment mobile	DO -ITS	Board Approved: September 14, 2020
21-P0219360	\$47,958.00	Payment center by Touchnet license subscription	DO -ITS	Board Approved: September 14, 2020
21-P0219361	\$100,000.00	Sub-agreement with Covina-Valley Unified School District to host the Strong Workforce Program K-12 Pathway Coordinator serving the Mt. San Antonio CCD in the Los Angeles County Region	DO -Resource Development	Board Approved: March 23, 2020
21-P0219362	\$100,000.00	Sub-agreement with Merced Union High School District to host the Strong Workforce Program K-12 Pathway Coordinator serving the Merced CCD in the Central Valley/Mother Lode region	DO -Resource Development	Board Approved: March 23, 2020
21-P0219363	\$100,000.00	Sub-agreement with Siskiyou County Office of Education to host the Strong Workforce Program K-12 Pathway Coordinator serving the Siskiyou Joint 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 AUGUST 16, 2020 THROUGH SEPTEMBER 19, 2020  
BOARD MEETING OF OCTOBER 26, 2020**

P.O. #	Amount	Description	Department	Comment
21-P0219364	\$100,000.00	Sub-agreement with Santa Cruz County Office of Education to host the Strong Workforce Program K-12 Pathway Coordinator serving the Cabrillo CCD in the Bay Area Region	DO -Resource Development	Board Approved: March 23, 2020
21-P0219437	\$146,475.00	Sub-agreement with Culver City Unified School District to create, support and/or expand high-quality career technical education programs at the K-12 level and the K-12 to community college pathway improvement projects that connect to in-demand, high-wage occupations in the region	DO -Resource Development	Board Approved: April 27, 2020

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To:	Board of Trustees	Date: October 26, 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.	Behavior Technician Certificate Program+ – Year 2 (SCC) Competitive award from the Orange County Community Foundation and the Henry W. and Ellen R. Warne Family Endowment grant for Santiago Canyon College to develop a Behavior Technician Certificate Program that will be offered by Orange Education Center. This project will provide academic counseling, job placement with regional employers and cover certification exam fees for low-income students. (20/21). <i>No match required.</i>	09/28/2020	\$125,000								
2.	California Work Opportunity and Responsibility to Kids (CalWORKs)/Work Study/Temporary Assistance for Needy Families (TANF) (SAC) Annual allocations from the California Community Colleges Chancellor's Office to provide direct support services for welfare students who are enrolled in educational programs as they prepare to transition out of the welfare setting and into gainful employment. (20/21).	08/18/2020	\$505,621								
	<table border="0" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;"><u>CalWORKs</u></td> <td style="text-align: center;"><u>Work Study</u></td> <td style="text-align: center;"><u>TANF (Federal)</u></td> <td style="text-align: center;"><u>Total</u></td> </tr> <tr> <td style="text-align: center;">\$299,392</td> <td style="text-align: center;">\$133,044</td> <td style="text-align: center;">\$73,185</td> <td style="text-align: center;">\$505,621</td> </tr> </table>	<u>CalWORKs</u>	<u>Work Study</u>	<u>TANF (Federal)</u>	<u>Total</u>	\$299,392	\$133,044	\$73,185	\$505,621		
<u>CalWORKs</u>	<u>Work Study</u>	<u>TANF (Federal)</u>	<u>Total</u>								
\$299,392	\$133,044	\$73,185	\$505,621								
	<i>The match required is 1-to-1 of CalWORKs Program and Work Study funds. SAC's match is \$432,436 that consists of \$46,400 district-funded staff costs and \$386,036 need-based financial aid (Pell grants, SEOG, BOG fee waiver, and Cal grants).</i>										
3.	Child Development Training Consortium (SCC) Sub-award from the Yosemite Community College District Child Development Training Consortium to award the Child Care and Development Block Grant funded by the U.S. Department of Health and Human Services. This award will support program facilitation, recruitment and assistance to students seeking a new or maintaining a current Child Development Permit through the College's Child Development Program. (20/21). <i>No match required.</i>	09/23/2020	\$3,450								
4.	Cooperative Agencies Resources for Education (CARE) (SAC) Annual apportionment from the California Community Colleges Chancellor's Office, Educational Services and Support Division to assist Extended Opportunity Programs and Services (EOPS) students, who are welfare-dependent single parents, with additional support services so students can transition out of welfare dependency by securing the education, training, and marketable skills needed for self-sufficiency and upward social mobility. (20/21). <i>No match required.</i>	08/17/2020	\$121,653								

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
5. Key Talent Administration & Sector Strategy Fiscal Agent (DO) Services agreement from the California Community Colleges Chancellor's Office, Workforce and Economic Development Division awarded to RSCCD to serve as the Fiscal Agent intermediary to process contracts and payment disbursements on behalf of the Chancellor's Office to subcontractors providing statewide and regional activities, grant initiatives support, or economic development projects as directed and approved by the Chancellor's Office. (20/21). <i>No match required.</i>	10/12/2020	\$16,000,000

**RECOMMENDATION**

It is recommended that the Board approve these items and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to enter into related contractual agreements on behalf of the district.

Fiscal Impact:	\$16,755,724	Board Date: October 26, 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 #3243**  
**NAME: Behavior Technician Certificate Program + – Year 2 (SCC)**  
**FISCAL YEAR 2020/2021**

CONTRACT PERIOD: 10/01/2020 - 09/30/2021

CONTRACT INCOME: \$125,000

Prime Sponsor: Orange County Community Foundation – Warne Family Endowment Fund

Grant Agreement No.: BD2153140

PROJ ADM: Jose Vargas

PROJ DIR: Christine Gascon

Date: 10/14/2020

GL Account String	Costs Description	New Budget	
		Debit	Credit
12_3243_000000_20000_8891	Other Local Revenues - Special Project : Santiago Canyon College		125,000
12_3243_601000_28190_4610	Non-Instructional Supplies : Short-Term Vocational	1,150	
12_3243_601000_28190_5100	Contracted Services : Short-Term Vocational <i>Recruitment: \$2,000</i> <i>Subcontracts with ABA and Hope Builders: \$31,092</i>	33,092	
12_3243_601000_28190_5940	Reproduction/Printing Expenses : Short-Term Vocational	1,500	
12_3243_619000_28190_1450	Part-Time Coordinators : Short-Term Vocational <i>Jaqueline Strobel, Faculty Coordinator</i> <i>\$43.26/hr x 20 hrs/wk x 38 wks</i>	33,135	
12_3243_619000_28190_3115	STRS - Non-instructional : Orange Educ Ctr-Instruction	5,310	
12_3243_619000_28190_3325	Medicare - Non-Instructional : Orange Educ Ctr-Instruction	477	
12_3243_619000_28190_3435	H&W Ret Fnd - Non-Instructional : Orange Educ Ctr-Instruction	362	
12_3243_619000_28190_3515	SUI - Non-Instructional : Orange Educ Ctr-Instruction	17	
12_3243_619000_28190_3615	WCI - Non-Instructional : Orange Educ Ctr-Instruction	494	
12_3243_649000_28100_2320	Classified Employees - Hourly : Continuing Education Division <i>Student Support Services Specialist (10-1)</i> <i>\$23.52/hr x 6 hrs/wk x 32 wks</i>	4,516	
12_3243_649000_28100_3325	Medicare - Non-Instructional : Continuing Education Division	65	
12_3243_649000_28100_3335	PARS - Non-Instructional : Continuing Education Division	59	
12_3243_649000_28100_3435	H&W Ret Fnd - Non-Instructional : Continuing Education Division	50	
12_3243_649000_28100_2320	SUI - Non-Instructional : Continuing Education Division	2	
12_3243_649000_28100_2320	WCI - Non-Instructional : Continuing Education Division	68	
12_3243_631000_28100_1430	Part-Time Counselors : Continuing Education Division <i>Counselors</i> <i>\$68.72/hr x 7.5 hrs/wk x 48 wks</i>	24,740	
12_3243_631000_28100_3115	STRS - Non-Instructional : Continuing Education Division	3,995	
12_3243_631000_28100_3325	Medicare - Non-Instructional : Continuing Education Division	359	
12_3243_631000_28100_3435	H & W - Retiree Fund Non-Inst : Continuing Education Division	272	
12_3243_631000_28100_3515	SUI - Non-Instructional : Continuing Education Division	12	
12_3243_631000_28100_3615	WCI - Non-Instructional : Continuing Education Division	371	
12_3243_647000_28100_2320	Classified Employees - Hourly : Continuing Education Division <i>Job Developer (12-1)</i> <i>\$25.91/hr x 19 hrs/wk x 24 wks</i>	11,815	
12_3243_647000_28100_3325	Medicare - Non-Instructional : Continuing Education Division	172	
12_3243_647000_28100_3335	PARS - Non-Instructional : Continuing Education Division	154	
12_3243_647000_28100_3435	H & W - Retiree Fund Non-Inst : Continuing Education Division	130	
12_3243_647000_28100_3515	SUI - Non-Instructional : Continuing Education Division	6	
12_3243_647000_28100_3615	WCI - Non-Instructional : Continuing Education Division	177	
12_3243_732000_28190_7620	Fees Paid for Students : Short-Term Vocational	2,500	
<b>Total 3243 – Behavior Technician Certificate Program +</b>		<b>125,000</b>	<b>125,000</b>

5.1(3)

## Behavior Technician Certificate Program+

### ABSTRACT

According to the Centers for Disease Control, 1 in 59 children had a diagnosis of autism spectrum disorder (ASD) by age 8 in 2014. This is a 15% increase from 2012. As noted by the 15% increase in cases from 2012 to 2014, the need to provide services to these children has become a necessity. In order to administer these services, the Autism Business Association (ABA) member companies have the challenge to hire and place over 600 trained Behavior Technicians per year in Orange County alone. As each technician works with 10-15 children on average, the scale of need for services is large, with the sheer number of children who are left unserved ranging between 6,000-9,000 annually. Currently, there are lengthy wait times for critical services that affect children's development and well-being.

With direct input from industry, Santiago Canyon College Continuing Education (SCC-CE) has developed a Certificate Program for Behavior Technicians and will provide the technical training needed for entry-level occupations. This program has been designed to meet the minimum requirements of the three nationally accredited certifications recognized by major insurance companies: Applied Behavioral Analysis Technician (ABAT), Registered Behavior Technician (RBT), and Behavioral Certified Autism Technician (BCAT) certifications.

Now in the middle of its first year, and having received renewal funding from the Orange County Community Foundation and the Henry W. and Ellen R. Warne Family Foundation Endowment for a second year of programming, the Behavior Technician Certificate Program + represents a strong industry, nonprofit and educational partnership to address the serve workforce shortage for Autism Care Technicians in Orange County, California. This project will provide training, certification, internships leading to placement for students enrolled in the Behavior Technician Certificate Program +, and include career pathways to advance in the industry.

**SPECIAL PROJECT DETAILED BUDGET #2061**  
**NAME: CalWORKS - SANTA ANA COLLEGE**  
**FISCAL YEAR: 2020-21**

CONTRACT PERIOD: 07/01/2020 - 06/30/2021  
 CalWORKs Program Income: **299,392**  
 Work Study Income **47,477**  
 (Child Care to Work Study) **85,567**  
 (Child Care to Program) **0**  
 TOTAL Amount: **432,436**

PROJ. ADM. Dr. V Hubbard  
 PROJ. DIR. Christine Leon

Date: 10/08/2020

CFDA No. N/A

Prime Sponsor: State of California/Proposition 98 Funds

Fiscal Agent: California Community Colleges Chancellor's Office

Prime Award No: Formula Grant

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2061-000000-10000-8625	CalWORKs : Santa Ana College		408,478		432,436		23,958
12-2061-631000-19505-1430	Part-Time Counselors : Special Services Office (Fall & Spring)	59,765		56,493			3,272
12-2061-631000-19505-1433	Beyond Contract Counselor - School Session	2,775		6,217		3,442	
12-2061-631000-19505-1434	Beyond Contract Counselor - Int/SUM	3,580		11,442		7,862	
12-2061-631000-19505-1435	Int/Sum - Counselors,Part-Time : Special Serv	28,358		19,277			9,081
12-2061-631000-19505-3115	STRS - Non-Instructional : Special Services O	16,961		15,089			1,872
12-2061-631000-19505-3325	Medicare - Non-Instructional : Special Servic	1,455		1,355			100
12-2061-631000-19505-3435	H & W - Retiree Fund Non-Inst : Special Servi	2,759		1,028			1,731
12-2061-631000-19505-3515	SUI - Non-Instructional : Special Services Of	50		47			3
12-2061-631000-19505-3615	WCI - Non-Instructional : Special Services Of	1,505		1,401			104
12-2061-647000-19505-2310	Classified Employees - Ongoing : Special Serv - Michelle Ayala	25,698		25,693			5
12-2061-647000-19505-3215	PERS - Non-Instructional : Special Services O	5,860		5,318			542
12-2061-647000-19505-3315	OASDHI - Non-Instructional : Special Services	1,594		1,593			1
12-2061-647000-19505-3325	Medicare - Non-Instructional : Special Servic	373		373		-	-
12-2061-647000-19505-3435	H & W - Retiree Fund Non-Inst : Special Servi	283		283		-	-
12-2061-647000-19505-3515	SUI - Non-Instructional : Special Services Of	13		13		-	-
12-2061-647000-19505-3615	WCI - Non-Instructional : Special Services Of	386		385			1

5.1(5)

**SPECIAL PROJECT DETAILED BUDGET #2061**  
**NAME: CalWORKS - SANTA ANA COLLEGE**  
**FISCAL YEAR: 2020-21**

CONTRACT PERIOD: 07/01/2020 - 06/30/2021

PROJ. ADM. Dr. V Hubbard

CalWORKs Program Income: **299,392**

PROJ. DIR. Christine Leon

Work Study Income **47,477**

(Child Care to Work Study) **85,567**

Date: 10/08/2020

(Child Care to Program) **0**

TOTAL Amount: **432,436**

CFDA No. N/A

Prime Sponsor: State of California/Proposition 98 Funds

Fiscal Agent: California Community Colleges Chancellor's Office

Prime Award No: Formula Grant

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2061-647000-19410-2340	Student Assistants - Hourly : Student Placeme	69,231		45,000			24,231
12-2061-647000-19410-3315	OASDHI - Non-Instructional : Student Placemen	954		1,000		46	
12-2061-647000-19410-3325	Medicare - Non-Instructional : Student Placem	223		653		430	
12-2061-647000-19410-3435	H & W - Retiree Fund Non-Inst : Student Place	1,881		495			1,386
12-2061-647000-19410-3615	WCI - Non-Instructional : Student Placement	1,019		675			344
12-2061-649000-19505-1252	Contract Extension-Coordinator : Special Serv	3,052		6,347		3,295	
12-2061-649000-19505-1480	Part-Time Reassigned Time : Special Services	-		1,964		1,964	
12-2061-649000-19505-2130	Classified Employees : Special Services Offic - Marlon Cadenas (30% through 8/14, then 20%) - Daniel Cristobal (70%) - Blythe Paz (10%)	65,704		51,616			14,088
12-2061-649000-19505-2310	Classified Employees - Ongoing : Special Serv - Sophia Le - Angela Crisantos	43,529		43,526			3
12-2061-649000-19505-2320	Classified Employees - Hourly : Special Servi	-		421		421	
12-2061-649000-19505-2340	Student Assistants - Hourly : Special Service	-		4,256		4,256	
12-2061-649000-19505-3115	STRS - Non-Instructional : Special Services O	562		1,342		780	
12-2061-649000-19505-3215	PERS - Non-Instructional : Special Services O	24,906		19,738			5,168
12-2061-649000-19505-3315	OASDHI - Non-Instructional : Special Services	6,898		6,073			825
12-2061-649000-19505-3325	Medicare - Non-Instructional : Special Servic	1,661		1,544			117

(9) T.C



**SPECIAL PROJECT DETAILED BUDGET #2061**  
**NAME: CalWORKS - SANTA ANA COLLEGE**  
**FISCAL YEAR: 2020-21**

CONTRACT PERIOD: 07/01/2020 - 06/30/2021

PROJ. ADM. Dr. V Hubbard

CalWORKs Program Income: **299,392**

PROJ. DIR. Christine Leon

Work Study Income **47,477**

(Child Care to Work Study) **85,567**

Date: 10/08/2020

(Child Care to Program) **0**

TOTAL Amount: **432,436**

CFDA No. N/A

Prime Sponsor: State of California/Proposition 98 Funds

Fiscal Agent: California Community Colleges Chancellor's Office

Prime Award No: Formula Grant

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2061-649000-19505-3335	PARS - Non-Instructional : Special Services	-		3		3	
12-2061-649000-19505-3415	H & W - Non-Instructional : Special Services	13,889		19,507		5,618	
12-2061-649000-19505-3435	H & W - Retiree Fund Non-Inst : Special Servi	1,262		1,202			60
12-2061-649000-19505-3515	SUI - Non-Instructional : Special Services Of	64		52			12
12-2061-649000-19505-3615	WCI - Non-Instructional : Special Services Of	1,718		1,639			79
12-2061-649000-19505-3915	Other Benefits - Non-Instruct : Special Servi	1,950		1,263			687
12-2061-649000-19505-4610	Non-Instructional Supplies : Special Services	-		722		722	
12-2061-649000-19505-4710	Food and Food Service Supplies : Special Serv	-		5,021		5,021	
12-2061-649000-19505-5220	Mileage/Parking Expenses : Special Services O	125		50			75
12-2061-649000-19505-5610	Lease Agreement - Equipment : Special Service	700		628			72
12-2061-649000-19505-5800	Advertising : Special Services Office	3,579		-			3,579
12-2061-649000-19505-5845	Excess/Copies Useage : Special Services Offic	143		132			11
12-2061-649000-19505-5940	Reproduction/Printing Expenses : Special Serv	200		100			100
12-2061-649000-59505-6410	Equipment : > \$1,000	-		1,431		1,431	
12-2061-675000-19505-5210	Conference Expenses : Special Services Office	5,834		-			5,834
12-2061-732000-19505-7630	Supplies for Students	4,448		990			3,458
12-2061-732000-19505-7670	Other Expenses Paid for Students	3,531		69,039		65,508	
<b>Total Project 2061 CalWORKs - Coord/Workstudy/JD</b>		<b>408,478</b>	<b>408,478</b>	<b>432,436</b>	<b>432,436</b>	<b>100,799</b>	<b>100,799</b>

5.1(7)

**SPECIAL PROJECT DETAILED BUDGET #2061**  
**NAME: CalWORKS - SANTA ANA COLLEGE**  
**FISCAL YEAR: 2020-21**

CONTRACT PERIOD: 07/01/2020 - 06/30/2021

PROJ. ADM. Dr. V Hubbard

CalWORKs Program Income: **299,392**

PROJ. DIR. Christine Leon

Work Study Income **47,477**

(Child Care to Work Study) **85,567**

Date: 10/08/2020

(Child Care to Program) **0**

TOTAL Amount: **432,436**

CFDA No. N/A

Prime Sponsor: State of California/Proposition 98 Funds

Fiscal Agent: California Community Colleges Chancellor's Office

Prime Award No: Formula Grant

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
11-2061-649000-19505-1250	Contract Coordinator : Special Services Offic - Ann Lockhart (30%)	34,909		34,909		-	
11-2061-649000-19505-3115	STRS - Non-Instructional : Special Services O	5,639		5,639		-	
11-2061-649000-19505-3325	Medicare - Non-Instructional : Special Servic	515		515		-	
11-2061-649000-19505-3415	H & W - Non-Instructional : Special Services	3,871		3,871		-	
11-2061-649000-19505-3435	H & W - Retiree Fund Non-Inst : Special Servi	390		390		-	
11-2061-649000-19505-3515	SUI - Non-Instructional : Special Services Of	19		19		-	
11-2061-649000-19505-3615	WCI - Non-Instructional : Special Services Of	532		532		-	
11-2061-649000-19505-3915	Other Benefits - Non-Instruct : Special Servi	525		525		-	-
<b>Total Project 2061 CalWORKs - Coord/Workstudy/JD</b>		<b>46,400</b>	<b>-</b>	<b>46,400</b>	<b>-</b>	<b>-</b>	<b>-</b>

5.1(8)

**SPECIAL PROJECT DETAILED BUDGET #1680**  
**NAME: TANF WELFARE TO WORK - SANTA ANA COLLEGE**  
**FISCAL YEAR: 2020/2021**

CONTRACT PERIOD: 07/01/2020 - 06/30/2021

CONTRACT INCOME: 73,185

PROJ. ADM. Dr. V. Hubbard

PROJ. DIR. Christine Leon

CFDA No. 93.558

Date: 10/09/2020

Prime Sponsor: Department of Health and Human Services/Administration for Children and Families

Fiscal Agent: California Community Colleges Chancellor's Office

Prime Award No: Formula Grant

Account	Object Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1680-000000-10000-8140	TANF		69,638		73,185		3,547
12-1680-631000-19505-1230	Contract Counselors : Special Srvs - Annette Bui (50%)	46,990		46,990		-	
12-1680-631000-19505-1430	Part-Time Counselors : Special Srvs. - Fall & Spring	1,803		5,671		3,868	
12-1680-631000-19505-3115	STRS - Non-Instructional	8,979		8,505			474
12-1680-631000-19505-3325	Medicare - Non-Instructional	721		776		55	
12-1680-631000-19505-3415	H & W - Non-Instructional	8,951		8,949			2
12-1680-631000-19505-3435	H & W - Retiree Fund Non-Inst	547		589		42	
12-1680-631000-19505-3515	SUI - Non-Instructional	26		27		1	
12-1680-631000-19505-3615	WCI - Non-Instructional	746		803		57	
12-1680-631000-19505-3915	Other Benefits - Non-Instruct	875		875		-	
<b>Total 1680 TANF - Welfare to Work</b>		<b>69,638</b>	<b>69,638</b>	<b>73,185</b>	<b>73,185</b>	<b>4,023</b>	<b>4,023</b>

5.1(9)

**California Work Opportunity and Responsibility to Kids (CalWORKs)**  
**and**  
**Temporary Assistance for Needy Families (TANF)**

Both **California Work Opportunity and Responsibility to Kids (CalWORKs)** and **Temporary Assistance for Needy Families (TANF)** are categorically funded programs from the California Community Colleges Chancellor's Office, Educational Services and Support Division.

CalWORKs program receives ongoing Proposition 98 funding through an appropriation in the California State Budget Act for purposes of providing special services for CalWORKs recipients based on the number of CalWORKs recipients that are enrolled at the community college and the scope and number of programs that the college plans to offer to assist CalWORKs recipients obtain employment.

TANF is a federal formula grant issued to States from the U.S. Department of Health and Human Services, Office of Administration for Children and Families. The purpose of the TANF program is to assist needy families with children so that children can be cared for in their own homes; to reduce dependency by promoting job preparation, work, and marriage; to reduce and prevent out-of-wedlock pregnancies; and to encourage the formation and maintenance of two-parent families.

Special services provided to CalWORKs & TANF students are:

- Case management including counseling and academic support services not funded through other categorical programs and tracking of student progress
- Work-Study and Paid Apprenticeships
- To provide child care to children of CalWORKs student(s)
- Job Development and Placement
- Post-Employment Services
- Curriculum Development & Redesign
- Supportive services that may include childcare, diaper assistance for students with young children, transportation, books, and/or supplies to remove barriers and have students move toward self sufficiency

**SPECIAL PROJECT DETAILED BUDGET #1241**  
**NAME: CHILD DEVELOPMENT TRAINING CONSORTIUM - SANTIAGO CANYON COLLEGE**  
**FISCAL YEAR: 2020/2021**

**CONTRACT PERIOD: 09/01/2020 to 06/20/2021**

PROJ. ADM. E. Arteaga

**CONTRACT INCOME: \$3,450**

PROJ. DIR. Jody Johnson

Date: 10/08/2020

**Prime Sponsor: Department of Health & Human Services Administration for Children and Families**

**Fiscal Agent: Yosemite Community College District/Child Development Training Consortium**

**Sub-Award Agreement #: 20-21-2885SCC**

**CFDA #: 93.575**

GL Account	Description	Debit	Credit
12-1241-000000-20000-8199	Other Federal Revenues : SCC		3,450
12-1241-732000-25230-7610	Books Paid for Students : Human Dev.	3,450	
	<b>Total 1241 - CDTC FY 20/21 SCC</b>	<b>3,450</b>	<b>3,450</b>

5.1(11)

## **The Child Development Training Consortium (CDTC)**

The Child Development Training Consortium (CDTC) is a statewide program funded by the California Department of Education, Early Learning and Care Division (CDE/ELCD) with federal Child Care and Development Quality Improvement Block Grant funds by U.S. Department of Health & Human Services, Administration for Children and Family. The program is administered by the Yosemite Community College District and serves all of California.

The Yosemite Community College District (YCCD) contracts and ensures that program services are implemented in accordance with the contract. YCCD subcontracts with 105 community college campuses to educate eligible students throughout California.

The Consortium of 105 Community College Campuses provides appropriate unit-bearing course work in a variety of locations throughout California. Each college designates a Campus Coordinator who oversees the implementation of the CDTC program at his/her campus. CDTC colleges make a commitment to offer required courses in non-traditional ways such as off-campus, in variable time segments, on weekends, in accelerated time frames and in languages other than English. Non-traditional courses are needed to overcome obstacles, which previously prevented staff from obtaining needed training. Local plans are developed with input from a local Advisory Committee, which includes representation from all program types.

**SPECIAL PROJECT DETAILED BUDGET # 2090**  
**NAME: Cooperative Agencies Resources for Education (CARE) Program - SAC**  
**FISCAL YEAR: 2020/2021**

CONTRACT PERIOD: 7/1/20 to 06/30/21  
 CONTRACT INCOME : **\$121,653**  
*Prime Sponsor: CCC Chancellor's Office*  
*Fiscal Agent: RSCCD*  
*CFDA #: N/A; Award #: N/A*

PROJ. ADM./ DIR. Christine Leon

**DATE: 10/08/2020**

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2090-000000-10000-8629	Other Gen Categorical Apport : Santa Ana Coll		110,384		121,653		11,269
12-2090-643000-19300-1230	Contract Counselors : EOPS <i>- Ann Lockhart (20%)</i>	23,273		23,272			1
12-2090-643000-19300-1250	Contract Coordinator : EOPS <i>- Ann Lockhart (15%)</i>	17,455		17,454			1
12-2090-643000-19300-2130	Classified Employees : EOPS <i>- TBD</i>	6,135		-			6,135
12-2090-643000-19300-3115	STRS - Non-Instructional : EOPS	7,495		6,577			918
12-2090-643000-19300-3215	PERS - Non-Instructional : EOPS	1,399		-			1,399
12-2090-643000-19300-3315	OASDHI - Non-Instructional : EOPS	392		-			392
12-2090-643000-19300-3325	Medicare - Non-Instructional : EOPS	694		599			95
12-2090-643000-19300-3415	H & W - Non-Instructional : EOPS	6,635		4,515			2,120
12-2090-643000-19300-3435	H & W - Retiree Fund Non-Inst : EOPS	525		455			70
12-2090-643000-19300-3515	SUI - Non-Instructional : EOPS	28		21			7
12-2090-643000-19300-3615	WCI - Non-Instructional : EOPS	718		620			98
12-2090-643000-19300-3915	Other Benefits - Non-Instruct : EOPS	778		613			165
12-2090-643000-19300-4610	Non-Instructional Supplies : EOPS	385		500		115	
12-2090-643000-19300-4710	Food and Food Service Supplies : EOPS	-		4,103		4,103	
12-2090-643000-19300-5800	Advertising : EOPS	2,964		-			2,964
12-2090-643000-19300-5940	Reproduction/Printing Expenses : EOPS	140		140		-	-
12-2090-643000-19300-6410	Equipment > \$1,000	-		1,431		1,431	
12-2090-675000-19300-5210	Conference Expenses : EOPS	1,332		-			1,332
12-2090-732000-19300-7630	Supplies Paid for Students : EOPS	4,207		5,750		1,543	
12-2090-732000-19300-7670	Other Exp Paid for Students : EOPS	35,829		55,603		19,774	
<b>Project 2090 CARE Program (TOTAL)</b>		<b>110,384</b>	<b>110,384</b>	<b>121,653</b>	<b>121,653</b>	<b>26,966</b>	<b>26,966</b>

5.1(13)

## **Cooperative Agencies Resources for Education (CARE)**

**Cooperative Agencies Resources for Education (CARE)** is a categorically funded program from the California Community Colleges Chancellor's Office, Educational Services and Support Division. This program receives ongoing Proposition 98 funding through an appropriation in the California State Budget Act in order to assist students disadvantaged by social, economic, educational or linguistic barriers obtain the resources they need to enroll and succeed at any California community college. The Extended Opportunity Programs and Services (EOPS) students who are single parents receiving public assistance (CalWORKs/TANF/AFDC) and at least 18 years old are eligible for the CARE program.

The CARE program offers additional support services so students can transition from welfare dependency by securing the education, training, and marketable skills needed for self-sufficiency and upward social mobility.

CARE student receive:

- Child care allowances, grants or services
- Transportation allowances, grants or services
- Textbooks and school supplies allowances, grants or services
- Counseling and advisement
- Recruitment and intake
- Employability training
- Job placement or transfer assistance
- Informational workshops, support groups or special issues classes specifically targeted for single parents



**SPECIAL PROJECT DETAILED BUDGET #2568**  
**NAME: Key Talent Administration & Sector Strategy Fiscal Agent (District)**  
**FISCAL YEAR 2020/2021**

**CONTRACT PERIOD: 07/01/2020 - 12/31/2021**

**PROJ ADM: Enrique Perez**

**CONTRACT AWARD: \$16,000,000**

**PROJ DIR: Sarah Santoyo**

**PRIME SPONSOR: California Community Colleges Chancellor's Office**

**Date: 10/14/2020**

**FISCAL AGENT: Rancho Santiago CCD**

**AGREEMENT #: C20-0039**

GL Account String	Description	New Budget	
		Debit	Credit
12 2568 000000 50000 8659	Other Reimb Categorical Allow : District Operations		16,000,000
12 2568 672000 50000 5865	Indirect Costs : District Operations (4%)	615,385	
12_2568_679000_53305_5100	Contracted Services : Educational Services Office <a href="#">Contracts related to regional directors, K14 TAP Contact Education and other statewide activities and economic development projects approved by the Chancellor's Office. Fiscal Agent will issue payment disbursements for approved contractors at the direction of the Chancellor's Office.</a>	15,384,615	
<b>Total 2568 - KT Admin. &amp; Sector Strategy FA (DO)</b>		<b>16,000,000</b>	<b>16,000,000</b>

5.1(15)

## **2020/2021 Fiscal Agent Services Agreement for Key Talent Administration**

**Background:** RSCCD was selected through a competitive process to serve as a fiscal agent to develop and process grant sub-award agreements and provide technical support services for a number of program initiatives in the California Community Colleges Chancellor's Office's Workforce and Economic Development Division (CCCCO WEDD): i.e., Centers of Excellence, Regional Directors for Employers Engagement, and Technical Assistance Providers, including a number of contractors supporting the work of these initiatives. RSCCD has been serving as the fiscal agent since 2018.

**New Fiscal Agent Services Agreement:** The CCCCCO in coordination with their Contracts and Legal Offices have designed a new Fiscal Agent Services Agreement No. C20-0039 that revises the responsibilities of the fiscal agent. A summary of these changes is provided below:

- Under this new agreement, RSCCD is serving solely as an intermediary to process payment, and not itself contracting with the sub-grantees or responsible for the work performed by them.
- The fiscal agent will not develop grant sub-award agreements to be taken to RSCCD's Board for approval. Under the new agreement, the Chancellor's Office staff will develop the grant sub-awards with each grantee and provide a complete and approved contract to be processed by the fiscal agent. Once the fiscal agent, RSCCD, receives the completed sub-award agreement or contract from the CCCCCO it will create a PO to process the contract and issue payment according to the sub-award/contract terms.
- As RSCCD will no longer be providing technical assistance services or developing agreements or contracts, administrative costs will not be charged to the grant. The only remuneration to RSCCD will be the indirect costs.

**This item is presented to RSCCD's Board of Trustees for their approval of the following:**

Agree that RSCCD serve as an intermediary to process contracts and payment on behalf of the Chancellor's Office, and agree to follow the new process whereby the contracts and agreements are developed and approved by the Chancellor's Office and provided to RSCCD to process but omitting the need for RSCCD's Board to approve such agreements.



AGREEMENT NUMBER
C20-0039

	TITLE	Bus. Unit	Ref No	Fund	FI\$Cal Prgm	Sub Task	Reporting Structure (Index)	Account (Object)	Funding Fiscal Year (Enactment Year)	Chapter	Statute	AGREEMENT AMOUNT
1	Economic & Workforce Development	6870	101	0001	5675119	203	3235	5432000	2020	6	2020	\$ 16,000,000.00
2												
3												
<b>AGREEMENT TOTAL:</b>											<b>\$ 16,000,000.00</b>	
<b>AMOUNT TO ENCUMBER BY THIS DOCUMENT:</b>											<b>\$ 16,000,000.00</b>	
<b>PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT:</b>											<b>\$ 0</b>	
<b>TOTAL AMOUNT ENCUMBERED TO DATE:</b>											<b>\$ 16,000,000.00</b>	

<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>	
SIGNATURE OF ACCOUNTING OFFICER  <small>Summer Barrios (Oct 6, 2020 14:27 PDT)</small>	DATE SIGNED (Do not type) Oct 6, 2020

**FISCAL AGENT SERVICES AGREEMENT**

**Exhibit A**

This Fiscal Agent Services Agreement (“Agreement”) is entered into between the California Community Colleges Chancellor’s Office (“Chancellor’s Office”) and the Rancho Santiago Community College District (“Fiscal Agent”). This Agreement is created to establish a fiscal agency to under which the Chancellor’s Office will transfer program funds (“Funds”) to the Fiscal Agent to support Chancellor’s Office statewide activities related to the Key Talent Administration & Sector Strategy Fiscal Agent/Economic Development Program.

The Chancellor’s Office and the Fiscal Agent, for good and valuable consideration, the receipt of which is acknowledged by the parties, agree as follows:

**A. Party Representatives**

1. Agreement Personnel. The Fiscal Agent and the Chancellor’s Office designate the following individuals as their respective representatives:

<b>Chancellor’s Office</b> <b>Project Monitor:</b> Carol Jong	<b>Fiscal Agent</b> <b>Project Director:</b> Sarah Santoyo
Phone: 916-445-1606	Phone : 714-480-7466
Email: cjong @cccco.edu	Email : Santoyo_Sarah@rscdd.edu

2. Fiscal Agent Key Personnel. Key personnel of the District are:

<b>Fiscal Agent Superintendent/President (or authorized Designee):</b>	
Name: Marvin Martinez	Title: Chancellor
Phone: 714-480-7450	Email Address: Martinez_Marvin@rscdd.edu
<b>Responsible Administrator (May not be the same as Project Director)</b>	
Name: Enrique Perez	Title: Vice Chancellor, Educational Services
Phone: 714-480-7460	E-Mail Address: Perez_Enrique@rscdd.edu
<b>Business Officer</b>	
Name: Peter J. Hardash	Title: Vice Chancellor, Business Operations/Fiscal Services
Phone: 714-480-7340	E-Mail Address: Hardash_Peter@rscdd.edu

**B. Duties and Responsibilities of the Parties**

1. Fund Transfer. The Chancellor’s Office will transfer the Funds to the Fiscal Agent. The Fiscal Agent shall invoice the Chancellor’s Office to commence the transfer of the Funds according to the following schedule:

2020-2021: \$16,000,000

2. Invoicing for Transfer of Funds. The invoice or invoices must be emailed by the Fiscal Agent to the Project Monitor and must include the following information clearly displayed: (i) Date of Invoice. The words “Date of Invoice” must precede the date of the invoice; (ii) Invoice Number. The words “Invoice Number” must precede a unique invoice number that does not duplicate a prior invoice number; (iii) Fiscal Agency’s Name. Fiscal Agent’s name must match the name on this Agreement, and on the Std. 204-Payee Data Record or the FI\$Cal Government Agency Taxpayer ID Form (TIN); (iv) Payee Address. The phrase “Remit to Address” must precede Fiscal Agent’s address, which must match the address on the Std. 204 or TIN Form; (v) a description of the purpose of the disbursement (“for the transfer of funds to be held under Fiscal Agent Service Agreement C20-0039; (vi) the Chancellor’s Office Project Monitor; (vii) the Invoice Amount; and (viii) the Fiscal Agent’s Contact Information.
3. Fund Deposits/Accounts. Upon receipt of the Funds, the Fiscal Agent shall account for the Funds according to generally accepted accounting standards and principles. Any interest accruing on the Funds shall be added to the Funds and expended at the direction of the Chancellor’s Office.
4. Fund Disbursements. The Fiscal Agent shall only disburse the Funds to such parties, in such amounts, and at such times as directed by the Chancellor’s Office in writing and subject to availability of Funds. Fiscal Agent is not responsible or liable for the use of the Funds disbursed in accordance with Chancellor’s Office written instructions. The Fiscal Agent is not responsible or liable to the Chancellor’s Office or third parties for any insufficiency of Funds to satisfy a Chancellor’s Office authorization to disburse Funds, unless the insufficient Funds are the result of Fiscal Agent negligent or willful conduct.
5. Fiscal Controls. The Fiscal Agent shall establish, manage, and maintain an appropriate system of internal controls, accounting records and documentation of the receipt and disbursement of the Funds. Accounting records shall be contemporaneously maintained in accordance with generally accepted accounting standards and principles, and applied in a consistent manner and available for review or reproduction upon reasonable written request by the Chancellor’s Office Project Manager.
6. Fiscal Agent Responsibilities. The Fiscal Agent is responsible for all equipment and personnel necessary to complete the Fiscal Agent’s responsibilities under this Agreement. All personnel shall be sufficiently skilled, experienced, and knowledgeable to perform the duties envisioned by this Agreement successfully.
7. Chancellor’s Office Instructions. The Chancellor’s Office Project Monitor shall issue written directions and instructions to the Fiscal Agent’s Project Director to authorize and direct the Fiscal Agent to take actions under this Agreement. The Project Monitor’s written directions and instructions must indicate that they have been approved by a Dean or Vice Chancellor. Written instructions to the Fiscal Agent for the disbursement of the Funds shall include: (i) the

recipient; (ii) the disbursement amount; (iii) deposit account information; and (iv) disbursement date. No Fiscal Agent actions relating to the Funds or any sub-agreement shall be taken except in accordance with the Project Monitor's written directions and instructions.

8. Reports. The Fiscal Agent shall provide the Chancellor's Office with monthly reports identifying the Funds received and disbursed under this Agreement, and paid by the Fiscal Agent under the terms of sub-agreements in the immediately preceding month.
9. Audits. The Fiscal Agent will assist the Chancellor's Office, and cooperate with any other state agency exercising lawful authority, or their respective agents, by providing all documentation related to this Agreement and the fiscal agency established by it, promptly upon request.

### C. Fiscal Agent Compensation

1. Payment for Fiscal Agent Services. The Fiscal Agent shall be compensated for services rendered up to a maximum of four percent (4.0 %) of the total grant funds.

At the end of each quarter, four percent (4.0 %) of all Funds distributed by the Fiscal Agent on behalf of the Chancellor's Office for the Key Talent Administration & Sector Strategy Fiscal Agent/Economic Development Program during the preceding quarter, shall be withdrawn from the Funds account, as payment for Fiscal Agent fees. The amount of the Fiscal Agent fees withdrawn shall be reported in the following quarter's report. A full accounting of Fiscal Agent fees will also be reported each month, as a separate line item in the Fiscal Agent's monthly reports of Funds receipt and distribution.

### D. Sub-agreements

1. Sub-agreements Defined. For purposes of this Agreement, the term "sub-agreement" means an agreement entered by the Fiscal Agent on behalf of the Chancellor's Office for the disbursement of the Funds including, but not limited to, grants and contracts.
2. Authority to Enter Sub-Agreements. The Fiscal Agent shall enter into sub-agreements on behalf of the Chancellor's Office relating to the Key Talent Administration & Sector Strategy Fiscal Agent/Economic Development Program in accordance with Project Monitor's written instructions. Such sub-agreements may include grants, contracts, or other similar arrangements, and must be prepared on a form with terms and conditions approved by the Chancellor's Office.
3. Sub-Agreement Terms and Conditions. The Chancellor's Office shall be solely responsible for the terms and conditions of sub-agreements entered by the Fiscal Agent on the Chancellor's Office behalf, and their sufficiency to accomplish their intended purposes. All sub-agreements shall be compliant with the procurement standards and requirements that apply to the Chancellor's Office under applicable law, and under the Board of Governors' Procedures and Standing Orders.

4. Fiscal Agent Status. All sub-agreements shall indicate that: (i) the Fiscal Agent acts solely as a fiscal agent for the Chancellor's Office; (ii) the Fiscal Agent is not responsible for the performance of obligations of third-parties or the Chancellor's Office under a sub-agreement or for enforcement of the terms of a sub-agreement; and (iii) the Fiscal Agent's obligations to third parties are limited to those expressly stated in the terms of a sub-agreement. The Chancellor's Office shall deliver a copy of each proposed sub-agreement to the Fiscal Agent for review and acceptance. The Fiscal Agent may decline to enter a sub-agreement as fiscal agent for the Chancellor's Office if these provisions are absent, or if the Funds are insufficient to pay the Chancellor's Office financial obligations under the sub-agreement.
5. Sub-Agreement Administration. Except for the Fiscal Agent's disbursement of the Funds in satisfaction of payment obligations under a sub-agreement, the Chancellor's Office is solely responsible for: (i) administering and managing sub-agreements; and (ii) enforcing Chancellor's Office rights and remedies. Sub-agreements shall not require approval of the Fiscal Agent's board of trustees.

#### **E. General Provisions**

1. Termination. This Agreement may be terminated with or without cause by either party on thirty (30) days written notice. In the event of termination, the Fiscal Agent shall continue to hold the Funds upon the terms provided in this Agreement until receipt of final instructions from the Chancellor's Office. Notwithstanding termination of this Agreement, the parties shall take all reasonable actions to mitigate each other party's harms that results from termination.
2. Governing Law. This Agreement is governed by the laws of the State of California, and shall be interpreted consistent with those laws.
3. Force Majeure. The Chancellor's Office and Fiscal Agent are excused from performance during the time and to the extent that they are prevented from performing by act of God or other unforeseeable events beyond the reasonable control of either Fiscal Agent or the Chancellor's Office.
4. No Assignments. This Agreement is not assignable by either party, either in whole or in part.
5. Time. Time is of the essence in performance and completion of obligations under the Agreement.
6. No Oral Modifications. No term or condition of this Agreement may be modified or amended except by a subsequent writing executed by the Fiscal Agent and the Chancellor's Office. Verbal or oral modifications to this Agreement are not enforceable.



7. No Waiver. The Fiscal Agent’s or the Chancellor’s Office’s waiver or delayed enforcement of any term, condition, covenant, or obligation under this Agreement shall not: (i) constitute waiver or modification of such term, condition, covenant or obligation; or (ii) limit, restrict or impair the enforcement of such term, condition, covenant or obligation.
8. Provisions Required By Laws Deemed Inserted. Provisions required by law to be incorporated into this Agreement are deemed incorporated into this Agreement and shall be interpreted and enforced as though such provisions are incorporated into this Agreement.
9. Severability. If any provision of this Agreement is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Agreement.
10. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Fiscal Agent and the Chancellor’s Office concerning its subject matter, and supersedes and replaces all prior negotiations, proposed contracts or amendments, whether written or oral.
11. Chancellor’s Office Indemnity of Fiscal Agent. The Chancellor’s Office shall defend, indemnify and hold harmless Fiscal Agent’s Indemnified Parties who are: the Fiscal Agent, the Fiscal Agent’s Board of Trustees, trustees, employees, agents and representatives from and against Indemnity Claims. Indemnity Claims include all losses, claims, demands, liabilities, responsibilities, actions or causes of action asserted by or on behalf of any third party to a sub-agreement which arises out of an alleged breach by the Chancellor’s Office under this Agreement or a sub-agreement, or any negligent, reckless, or willful conduct by the Chancellor’s Office.
12. Fiscal Agent Indemnity of Chancellor’s Office. Fiscal Agent shall defend, indemnify and hold harmless the Chancellor’s Office’s Indemnified Parties who are: the Board of Governors of the California Community Colleges and its individual members, the Chancellor’s Office, and Chancellor’s Office employees, agents, and representatives from and against Indemnity Claims. Indemnity Claims include all losses, claims, demands, liabilities, responsibilities, actions or causes of action which arise out of an alleged breach by the Fiscal Agent of Fiscal Agent obligations under this Agreement, or any negligent, reckless, or willful conduct by the Fiscal Agent.

###

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
Educational Services

To:	Board of Trustees	Date: October 26, 2020
Re:	Approval of First Amendment to Sub-Agreement between RSCCD and Education Strategic Planning for the Strong Workforce Program K-12 Pathway Coordinators and K-14 Technical Assistance Providers Grant	
Action:	Request for Approval	

**BACKGROUND**

RSCCD was selected to serve as the Fiscal Agent for the Strong Workforce Program K-12 Pathway Coordinators and K-14 Technical Assistance Providers, Grant Award #18-205-011, funded by the California Community Colleges Chancellor's Office (CCCCO), Workforce and Economic Development Division (WEDD), to sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative.

**ANALYSIS**

The Chancellor's Office has approved an extension and augmentation for Education Strategic Planning, a sub-recipient of Strong Workforce Program funds, to continue to support and provide statewide technical assistance to both K-14 Technical Assistance Providers and K-12 Pathway Coordinators. RSCCD, fiscal agent, has created an amendment to the sub-agreement (#DO-18-2559-14.01) with Education Strategic Planning to provide the services outlined in the scope of work, which has been approved by the Chancellor's Office. The performance period of November 1, 2019, through October 31, 2020, has been extended to June 30, 2021, and the sub-award amount shall not exceed \$120,000 (an increase of \$60,000).

**Project Director:** Sarah Santoyo      **Project Administrator:** Enrique Perez

To access a copy of the fully executed sub-agreement, please [click here](#).

**RECOMMENDATION**

It is recommended that the Board approve this first amendment to the sub-agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact:	\$60,000 (grant-funded)	Board Date: October 26, 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	

**FIRST AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
EDUCATION STRATEGIC PLANNING**

This first amendment (hereinafter “Amendment”) is entered into on this 26<sup>th</sup> day of October, 2020, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **Education Strategic Planning** (hereinafter “SUBCONTRACTOR”) to amend that certain agreement #DO-18-2559-14 (hereinafter “Agreement”) between the parties dated December 9, 2019. RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the Strong Workforce Program K-12 Pathway Coordinators and K-14 Technical Assistance Providers, Prime Award #18-205-011 (hereinafter “Grant”) from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative; and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby mutually agree to amend the following:

**I.1. Statement of Work will be amended as follows:**

1. Statement of Work  
SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A, Exhibit A.1*), 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.

**I.2. Period of Performance will be amended as follows:**

2. Period of Performance  
The period of performance for this Agreement shall be from November 1, 2019, through October 31, 2020, extended to June 30, 2021.

**I.3. Total Cost will be amended as follows:**

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$120,000 USD. This represents an increase of \$60,000 USD.

**I.4. Budget will be amended as follows:**

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Project Budget (*Exhibit A, Exhibit A.1*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement.

**I.20. Time Extension Concern will be added as follows:**

I.20. Time Extension Concern

It is mutually understood between the Parties that this Amendment may have been written before ascertaining the execution of the Grant period of performance extension, for the mutual benefit of both Parties in order to avoid program and fiscal delays which would occur if this Amendment were executed after the determination was made.

It is mutually agreed between the Parties that the period of performance from January 1, 2021 through June 30, 2021, and funds during this period, are contingent upon the PRIME SPONSOR issuing an amendment to RSCCD's Grant to extend the term.

Except as amended herein, all other terms and provisions of the Agreement, to the extent that they are not inconsistent with this Amendment, remain unchanged.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this first Amendment to be executed as of the day that both Parties have signed the Amendment.

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: EDUCATION  
STRATEGIC PLANNING

By: \_\_\_\_\_  
Name: Adam M. O'Connor

Title: Interim Vice Chancellor  
Business Operations/Fiscal Services

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

Board Approval Date: October 26, 2020

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

Title: \_\_\_\_\_

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

\_\_\_\_\_  
20-4741044  
Employer/Taxpayer Identification Number (EIN)

List of Exhibits (update October 2020)

Exhibit A: Scope of Work (approved by Chancellor's Office)

**Exhibit A.1: Scope of Work (approved by Chancellor's Office)**

Exhibit B: Invoice Form and Instructions

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.*)

## Vendor Agreement

This Agreement is made between the Rancho Santiago Community College District (“Fiscal Agent”), acting on behalf of the California Community Colleges Chancellor’s Office, and Education Strategic Planning (“Vendor”), located at 2424 Las Lomas Dr. Hacienda Heights, CA 91745.

### Background

Vendor (Statewide TAP) will continue to support the regional technical assistance structure utilizing the K-14 Technical Assistance Providers (TAPS) and the K-12 Career Pathways Coordinators as specified in Education Code section 88833. Vendor will provide statewide technical assistance to both the K-14 TAPS and the K-12 Career Pathway coordinators in support of the Career Technical Education (CTE) Incentive Grant Program and the K-12 component of the Strong Workforce Program.

Vendor has been provided a copy of the grant agreement, and has read its terms. Funding of this vendor agreement will come from Rancho Santiago Fiscal Agent Agreement 18-205-011.

The parties agree as follows:

### Scope of Work

#### Vendor shall perform the following activities:

1. Continue to join regional consortium chairs' bimonthly calls to align K12 SWP activities in each region and facilitate the support for K-14 TAPs and K-12 Career Pathways Coordinators.
2. In consultation with the K-14 TAPs, review and revise K-12 Career Pathways Coordinator’s Workplan for 2020-2021.
3. Facilitate reporting of activities/outcomes of K14 TAPs and K12 Pathway Coordinators into Nova.
4. Conduct/facilitate monthly professional development for K14 TAPs and K12 Pathway Coordinators related to K12 Strong Workforce Program, community college system, and K12 system.
5. Facilitate K14 Community of Practice calls monthly through June 2021.
6. Assess and identify knowledge deficit and identify training needed for year 3 of implementation.
7. Review content posted on Vision Resource Center (VRC) and identify additional content to be added to support the implementation of K14 Career Pathways.
8. Serve as a resource for issues posted on the Vision Resource Center and respond in a timely manner.
9. Mentor/Facilitate Leadership Strategies for K14 TAPs to ensure they possess the skills to carry out their identified job description.
10. Provide technical assistance for the K14 TAPs related to Workforce and Economic Development implementation into the K12 system.

11. Attend all CCCCCO meetings as requested.

Cost Breakdown

<b>Activities by Number</b>	<b>Estimated Total Hours</b>	<b>Total Cost</b>
<b>1</b>	<b>36</b>	<b>5,400</b>
<b>2</b>	<b>15</b>	<b>2,250</b>
<b>3</b>	<b>45</b>	<b>6,900</b>
<b>4</b>	<b>72</b>	<b>10,800</b>
<b>5</b>	<b>45</b>	<b>6,900</b>
<b>6</b>	<b>8</b>	<b>1,200</b>
<b>7</b>	<b>36</b>	<b>5,400</b>
<b>8</b>	<b>45</b>	<b>6,900</b>
<b>9</b>	<b>20</b>	<b>3,000</b>
<b>10</b>	<b>60</b>	<b>9,000</b>
<b>11</b>	<b>18</b>	<b>2,700</b>
<b>Total</b>	<b>400 Hours</b>	<b>60,000</b>

**Term**

The term of this Vendor Agreement is November 1, 2020 through June 30, 2021.

**Payment**

The Vendor may invoice the Fiscal Agent for work performed at the hourly rate of \$ 150.00. Total payments to the Vendor under this Vendor Agreement shall not exceed \$60,000.

**Invoicing and Payment Schedule**

Vendor shall submit invoices quarterly to the Chancellor’s Office contact for approval. The Fiscal Agent will promptly pay approved invoices received from the Chancellor’s Office.

All invoices must conform to the formatting requirements described in the grant agreement referenced above. Invoices must be submitted no later than 30 days after the last day of the quarter in which the actual costs were incurred. The final invoice must be submitted within 30 calendar days after the termination date of this Vendor Agreement and must be marked “FINAL” by the Vendor. No payments will be made to the Vendor after this period.

The Vendor shall support each invoice with documentation verifying actual costs, and shall provide any documentation requested or deemed necessary by the Fiscal Agent or the Chancellor’s Office. Invoices must be submitted to the Chancellor’s Office contact.

It is agreed that Fiscal Agent will not withhold any Federal or State income tax from payment made pursuant to this Vendor Agreement.

**Limits on Attendance and Participation Fees**

Fees charged for attendance or participation in any Vendor activities required by this Vendor Agreement must be reasonably calculated to off-set the estimated costs associated with per-person attendance or participation in the activity to avoid revenue generation. In the event incidental revenue is generated by an activity, the revenue shall be returned to the Fiscal Agent for administration on behalf of the Chancellor's Office.

**No Assignment**

This Agreement is not assignable by Vendor, either in whole or in part, without the written consent of the Chancellor's Office and the Fiscal Agent. Any subcontractors retained by Vendor to perform work under this Vendor Agreement must be approved by the Fiscal Agent and the Chancellor's Office in writing, and must agree to abide by the non-discrimination provisions of this Vendor Agreement, and any other conditions imposed by the Fiscal Agent and the Chancellor's Office in connection with approval of a subcontractor's participation.

**Amendment**

This Vendor Agreement may be amended in writing, signed by both parties.

**No Waiver of Rights**

Any action or inaction by the Fiscal Agent or the Chancellor's Office, or the failure of the Fiscal Agent or Chancellor's Office on any occasion, to enforce any right or provision of the Vendor Agreement, shall not be construed to be a waiver by the Fiscal Agent or the Chancellor's Office of their rights and shall not prevent the Fiscal Agent or the Chancellor's Office from enforcing such provision or right on any future occasion. The rights and remedies of the Fiscal Agent and the Chancellor's Office described in this Vendor Agreement are cumulative and are in addition to any other rights or remedies that the district or the State may have at law or in equity.

**Governing Law**

This Vendor Agreement is made and entered into in the County of Sacramento, State of California. The rights and obligations of the parties and the interpretation and performance of this Vendor Agreement shall be governed by the laws of the State of California, excluding any statute which directs application of the laws of another jurisdiction.

**Hold Harmless**

Vendor shall indemnify, defend, and hold harmless the Chancellor's Office, the Fiscal Agent, and their respective directors, officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, damage or claims for injury or damages arising out of Vendor's performance of this Vendor Agreement but only to the extent such liability, loss or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Vendor.

The Fiscal Agent shall indemnify, defend and hold harmless the Chancellor's Office, and their respective directors, officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, damage or claims for injury or damages arising out of the Fiscal Agent's performance of this Vendor Agreement but only to the extent such liability,



loss or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Fiscal Agent.

**Termination**

This Vendor Agreement may be terminated by either party upon 30 days’ notice with or without cause. In the event this Vendor Agreement is terminated prior to the expiry of its anticipated term, the parties shall take reasonable steps to mitigate any adverse consequences to the other party.

**Notices**

Any notice given to any party under this Vendor Agreement shall be in writing, delivered by email to the contacts indicated below, and shall be effective upon receipt.

**Contacts**

The parties shall use the following contacts for purposes described in this Vendor Agreement:

<p><b>Vendor:</b>                  Lyla A Eddington Ed.D., RN                  Statewide Technical Assistance Provider                  K12 Strong Workforce Program  <a href="mailto:lylaeddington@gmail.com">lylaeddington@gmail.com</a>                  (818) 599-4212</p>	<p><b>Fiscal Agent:</b>                  Sarah Santoyo, Assistant Vice Chancellor of Educational Services                  Rancho Santiago  <a href="mailto:Santoyo_sarah@rscsd.edu">Santoyo_sarah@rscsd.edu</a>                  (714) 480-7466</p>	<p><b>Chancellor’s Office:</b>                  Katie Gilks                  Program Specialist                  Workforce and Economic Development  <a href="mailto:kgilks@CCCCO.edu">kgilks@CCCCO.edu</a>                  916.445.1606</p> <p>Lindsay Williams                  Project Analyst                  Workforce and Economic Development  <a href="mailto:lwilliams@cccco.edu">lwilliams@cccco.edu</a>                  916.322.7629</p> <p>With a copy to:                  Sandra Sanchez                  Assistant Vice Chancellor                  Workforce and Economic Development  <a href="mailto:ssanchez@cccco.edu">ssanchez@cccco.edu</a>                  916.322.0935</p>
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The parties shall promptly notify these contacts of any changes in this contact information.

**Vendor Records**

Vendor agrees to maintain and make available to the Fiscal Agent and the Chancellor’s Office

accurate books and records related to all its activities under this Vendor Agreement. Vendor shall permit Fiscal Agent and the Chancellor's Office to audit, examine, and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, personnel records, or other data related to all other matters covered by this Vendor Agreement. Vendor shall maintain such data and records in an accessible location and condition for a period of not less than two years from the date of final payment under this Vendor Agreement.

**Nondiscrimination**

Neither Vendor, nor any director, officer, agent, employee, or subcontractor of Vendor may discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other characteristic protected by law, in the performance of this Vendor Agreement.

To the extent relevant to the Scope of Work, Vendor, and any director, officer, agent, employee, or subcontractor of Vendor shall comply with the provisions of Section 508 of the federal Rehabilitation Act of 1973, the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.), and the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the Chancellor's Office to implement such article.

**Accessibility for Persons with Disabilities**

All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Vendor, whether purchased, leased or provided under some other arrangement for use in connection with this Vendor Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act. (36 C.F.R. § 1194.1, Apps. A & C.)

Design of computer or web-based materials, including instructional materials, shall conform to guidelines of US Section 508 Standards (<https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh>) and/or the WCAG 2.0 Level AA criteria (<https://www.w3.org/TR/WCAG20/>) or similar guidelines developed by the Chancellor's Office.

Vendor shall indemnify, defend, and hold harmless the Fiscal Agent and the Chancellor's Office, and their respective officers, agents, and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.

**Compliance with Law**

In the course of performing this Agreement, Vendor shall observe and comply with all

applicable federal, state and local laws, regulations and ordinances now in effect or subsequently enacted.

**Gratuities**

Vendor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor, or any agent or representative of Vendor, to any officer or employee of the Fiscal Agency or the Chancellor's Office with a view toward securing this Vendor Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Vendor Agreement. For breach or violation of this warranty, the Chancellor's Office shall have the right to compel the termination of this Vendor Agreement, either in whole or in part, and any loss or damage sustained by the Fiscal Agency in procuring on the open market any items or services that Vendor agreed to supply shall be borne and paid for by Vendor. The rights and remedies of the Fiscal Agent provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

**Conflicts of Interest**

Vendor will comply with all applicable state conflict of interest laws.

**Standards of Conduct**

The Vendor Agreement will be administered in an impartial manner. Vendor, and its directors, officers, agents, employees, and volunteers will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, or special interest. No person related by blood, adoption, or marriage, or having a personal relationship with a director, officer, agent, employee, or volunteer of Vendor will receive favorable treatment in the award of subcontracts or in educational or employment opportunities funded by this Vendor Agreement. Vendor, and its directors, officers, agents, employees, and volunteers will exercise due diligence to avoid situations that may give rise to a clam of favorable treatment on behalf of friends and associates.

Vendor shall not enter into any subcontract of the types described below and any such agreement that may be executed is null and void and of no force or effect.

- a. A former state employee (including a Chancellor's Office employee, or a district employee who worked for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract under this Vendor Agreement with Vendor if that employee was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Agreement while employed by the state. (Gov. Code, §§ 1090, et seq., 87100; Cal. Code Regs., tit. 5, § 50500.
- b. A current state employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an IJE) cannot enter into a subcontract with Vendor, with the exception of rank-and-file employees of the

California State University and the University of California. (Pub. Contr. Code, § 10410.)

- c. The spouse or immediate family of a current Chancellor's Office employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an IJE) may not enter into a subcontract with Vendor if the Chancellor's Office employee or person on an IJE was engaged in the negotiations, transactions, planning, arrangement or any part of the decision-making process relevant to this Agreement or the subcontract, or had any influence whatsoever in the making of this Agreement or the subcontract. (Gov. Code, §§ 1090, et seq.; 87100.)

**Unenforceable Provisions**

In the event that any provision of this Vendor Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Vendor Agreement remain in full force and effect.

**Intellectual Property***Exclusive Property of Chancellor's Office and Assignment*

Vendor agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, computer programs, computer software, and/or trademarks or servicemarks first created, developed or produced pursuant to this Vendor Agreement shall be the exclusive property of the Chancellor's Office. All rights, title, and interest in and to the work first developed under this Agreement shall be assigned and transferred to the Chancellor's Office. This provision shall survive the expiration or early termination of this Vendor Agreement.

*Subcontracts*

If Vendor enters into a subcontract for work first developed under this Vendor Agreement, the subcontract must incorporate the intellectual property provisions in this Agreement, modified accordingly, and be approved by the Chancellor's Office before the subcontract is executed. The subcontract must include a provision that all rights, title, and interests in such work shall be assigned to the Chancellor's Office.

*Copyright*

All materials first prepared by Vendor or its subcontractors, if any, under this Vendor Agreement or any subcontract, including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.

The Chancellor's Office shall acknowledge Vendor or its subcontractors, if any, as the author of works produced under this Vendor Agreement or any subcontract, if any, on all publications of

such work. The Chancellor's Office will license such copyrighted work with a Creative Commons (CC BY) license. The license will allow Vendor or its subcontractors, if any, to reproduce and disseminate copies of such work subject to the terms of the CC BY license. The Vendor or its subcontractors, as licensees, agree not to permit infringement of the copyright by any person, to compensate the Chancellor's Office for any infringement that may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement.

All materials first developed in draft and in final form pursuant to this Vendor Agreement, or any subcontract, shall, in a prominent place, bear the © (the letter "c" in a circle) or the word "Copyright," or the abbreviation "Copr.", followed by the year created; and the words "Chancellor's Office, California Community Colleges." In addition, all such materials shall bear the Creative Commons CC BY symbol below. Acknowledgment may be given to Vendor or the actual author(s) of the work in an appropriate manner elsewhere in the copyright material. If it is deemed necessary by either the Chancellor's Office or Vendor that the copyright be registered with the U.S. Copyright Office, Vendor will be responsible for applying for, paying the filing fees for, and securing said copyright.



#### *Patents*

Subject to the requirements of law, all rights to any patentable inventions or discoveries conceived and first actually reduced to practice in the performance of the Scope of Work shall belong to the Chancellor's Office.

#### *Trademarks and Servicemarks*

All trademarks and servicemarks first created, developed or acquired pursuant to this Vendor Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or Vendor that a trademark or servicemark be registered with state or federal agencies, Vendor will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Agreement shall be issued to the "Chancellor's Office, California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Vendor Agreement to Vendor. Vendor agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. Vendor may, with the written permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.

#### **Public Hearings**

If public hearings on the subject matter dealt with in this Vendor Agreement are held during the

period of the Agreement, Vendor will make available the personnel assigned to this Agreement for the purpose of testifying. The Chancellor's Office will reimburse Vendor for compensation and travel of said personnel at agreed-upon rates for such testimony as may be requested by the Chancellor's Office.

**Independent Status of Vendor**

Vendor, and the directors, officers, agents, employees, and volunteers of Vendor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Fiscal Agent, the Chancellor's Office, or the State of California.

**Force Majeure**

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

**Licenses and Permits**

Vendor shall at all times be authorized to do business in California and shall obtain at Vendor's own expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

**Captions**

The clause headings appearing in this Vendor Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they belong.

**Counterparts and Electronic Signatures**

This Agreement may be executed in two or more counterparts, including copies and signatures sent by facsimile, electronic mail, or other electronic means, each of which shall be deemed an original, and together will constitute a binding and enforceable agreement as if all parties had executed the same copy hereof, consistent with the provisions of the Uniform Electronic Transactions Act (Civil Code, § 11633.1 et seq.).

**Review and Representation**

Both parties acknowledge that they have had an opportunity to review the terms of this Vendor Agreement and to consult with legal counsel. The Agreement shall not be construed against the drafting party.

**Execution**

The parties have executed this Vendor Agreement as of the date(s) indicated below.

**Exhibit A.1**

CCCCO Agreement Number: V19-084

For Education Strategic Planning

\_\_\_\_\_  
Lyla A Eddington Ed.D., RN  
Statewide Technical Assistance Provider

\_\_\_\_\_  
[Date]

For Rancho Santiago Community College District

\_\_\_\_\_  
Adam M. O'Connor  
Interim Vice Chancellor  
Business Operations/Fiscal Services

\_\_\_\_\_  
[Date]

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To: Board of Trustees	Date: October 26, 2020
Re: Approval of First Amendment to Professional Services Agreement (Enrollment Management) with Cambridge West Partnership, LLC (CWP)	
Action: Request for approval	

**BACKGROUND**

The Rancho Santiago Community College District (RSCCD) Board of Trustees approved an agreement with Cambridge West Partnership, LLC (CWP) on May 11, 2020 to identify, review, and validate the reports needed to support SAC and SCC with the multi-year trend data needed to populate the college's Enrollment Management Plans. These institutionalized reports will be used to inform the enrollment related decision making process.

**ANALYSIS**

Based on current findings, the expected date of completion is being amended from September 30, 2020 to June 30, 2021.

This agreement is funded by the Educational Services Division through earned indirect funds.

**RECOMMENDATION**

It is recommended that the Board approve this first amendment to agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into a related agreement on behalf of the district.

Fiscal Impact: \$32,000.00	Board Date: October 26, 2020
Prepared by: Patricia S. Dueñez, Assistant to Vice Chancellor of Educational Services	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Marvin Martinez, Chancellor	



**FIRST AMENDMENT TO AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND CAMBRIDGE WEST PARTNERSHIP, LLC**

This First Amendment to Agreement is dated effective as of the later of October 1, 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 Cambridge West Partnership, LLC ; a limited liability company having its principal business address located at 2472 Chambers Road, Ste. 210 Tustin, California 92780 (hereinafter called "Contractor").

District and Contractor entered into a certain Agreement dated effective May 12, 2020 (the "Agreement").

District and Contractor now desire to amend the terms of the Agreement as more particularly set forth below:

1. Section 1 "Contractor Scope of Work" as described in Exhibit A of the agreement is hereby amended by deleting "We plan to begin this project upon approval of the agreement and expect completion by September 30, 2020" and inserting the following in lieu thereof: "We plan to begin this project upon approval of the agreement and expect completion by June 30, 2021."  
And  
Section 2 "Term" by deleting "September 30, 2020" and inserting the following in lieu thereof: "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

Rancho Santiago Community College District

BY: \_\_\_\_\_  
Signature of Authorized Person

BY: \_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Print Name: Adam M. O'Connor

Print Title: \_\_\_\_\_

Title: Interim Vice Chancellor of Business Operations & Fiscal Services

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

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) is pleased to provide a proposal to assist Rancho Santiago Community College District (RSCCD). CWP will work with RSCCD to identify, review, and validate the reports needed to support Santa Ana College and Santiago Canyon College with the multi-year trend data needed to populate the college's Enrollment Management Plans. These institutionalized reports will be used to inform the enrollment related decision making process. CWP will work with the district office staff to complete the following tasks:

1. Provide a comprehensive list of enrollment management related reports required to inform the college's enrollment management plans
2. Provide a description and purpose for each report
3. As reports are developed by RSCCD staff, CWP will validate each report
4. Assist RSCCD with related activities during the process.

#### Payment:

We anticipate completing the projects in 200 hours at the rate of \$160.00 per hour. Project cost not to exceed \$32,000. Actual hours will be billed on a monthly basis. All invoices must include the Purchase Order number.

We plan to begin this project upon approval of the agreement and expect completion by June 30, 2021.

Based on the findings, the project scope and schedule may change with the agreement of both parties.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ACTION</u>
5.7	<u>Approval of First Amendment to Sub-Agreement between RSCCD and Los Rios Community College District for Statewide Director - Retail/Hospitality/Tourism Grant</u> The board approved the first amendment to the sub-agreement and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.	<u>Approved</u>
5.8	<u>Approval of Professional Services Agreement (Enrollment Management with Cambridge West Partnership, LLC (CWP)</u> The board approved the agreement and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.	<u>Approved</u>
5.9	<u>Approval of Professional Services Agreement (CCFS-320 Workflow Process) with Cambridge West Partnership, LLC (CWP)</u> The board approved the agreement and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.	<u>Approved</u>
5.10	<u>Approval of Agreement with 25<sup>th</sup> Hour Communications for Digital Media Services</u> The board approved the agreement and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.	<u>Approved</u>
5.11	<u>Discussion of Options and Reentry for Fall Semester According to Governor's Guidelines</u> The board discussed the options and reentry of the fall semester according to the Governor's guidelines.	<u>Information</u>
5.12	<u>Approval of Hiring Plan and Process for Selection of New Santa Ana College President</u> The board approved a hiring plan and process (Option #1) for selection of the new Santa Ana College President.	<u>Approved</u>
6.1	<u>Approval of Management/Academic Personnel</u>	<u>Approved</u>
6.2	<u>Approval of Classified Personnel</u>	<u>Approved</u>

NEXT MEETING - The next regular meeting of the Board of Trustees will be held on Tuesday, May 26, 2020, via Zoom.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To: Board of Trustees	Date: May 11, 2020
Re: Approval of Professional Services Agreement (Enrollment Management) with Cambridge West Partnership, LLC (CWP)	
Action: Request for approval	

**BACKGROUND**

The Rancho Santiago Community College District (RSCCD) and its colleges – Santa Ana College (SAC) and Santiago Canyon College (SCC) will work with Cambridge West Partnership, LLC (CWP) to identify, review, and validate the reports needed to support SAC and SCC with the multi-year trend data needed to populate the college's Enrollment Management Plans. These institutionalized reports will be used to inform the enrollment related decision making process.

**ANALYSIS**

CWP will work with the district office staff to complete the following tasks but not limited to: provide a comprehensive list of enrollment management related reports required to inform the college's enrollment management plans; provide a description and purpose for each report; as reports are developed by RSCCD staff, CWP will validate each report; assist RSCCD with related activities during the process.

The term of this agreement is May 12, 2020 through September 30, 2020 at a cost not to exceed \$32,000. Based on the findings, the project scope of work and expected date of completion may change with agreement of both parties.

This agreement is funded by the Educational Services Division through earned indirect funds.

**RECOMMENDATION**

It is recommended that the Board approve this agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into a related agreement on behalf of the district.

Fiscal Impact: \$32,000.00	Board Date: May 11, 2020
Prepared by: Patricia S. Dueñez, Assistant to Vice Chancellor of Educational Services	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Marvin Martinez, Chancellor	



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706 and Cambridge West Partnership, LLC, having its principal business address located at 2472 Chambers Road, Ste. 210 Tustin, California 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 May 12, 2020, whichever is later, and shall continue in full force and effect thereafter until and including September 30, 2020 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
  
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
  - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
  - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
  - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

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

- D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for bankruptcy Termination.
  - E. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages
  - F. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
  - G. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.
4. Payment.
- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed thirty-two thousand 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)  
Enrique Perez, J.D.  
Vice Chancellor, Educational Services  
2323 N. Broadway, Suite 302  
Santa Ana, CA 92706  
perez\_enrique@rscdd.edu

**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 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: May 14, 2020

CONTRACTOR

BY:   
 \_\_\_\_\_  
 Signature of Authorized Person

Print Name: ~~C.M. Brahmhatt~~ George Walters

Print Title: ~~Managing Director~~ Operations Manager

Date: 5-1-2020

## 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.

Cambridge West Partnership, LLC (CWP) is pleased to provide a proposal to assist Rancho Santiago Community College District (RSCCD). CWP will work with RSCCD to identify, review, and validate the reports needed to support Santa Ana College and Santiago Canyon College with the multi-year trend data needed to populate the college's Enrollment Management Plans. These institutionalized reports will be used to inform the enrollment related decision making process. CWP will work with the district office staff to complete the following tasks:

1. Provide a comprehensive list of enrollment management related reports required to inform the college's enrollment management plans
2. Provide a description and purpose for each report
3. As reports are developed by RSCCD staff, CWP will validate each report
4. Assist RSCCD with related activities during the process.

**Payment:**

We anticipate completing the projects in 200 hours at the rate of \$160.00 per hour. Project cost not to exceed \$32,000. Actual hours will be billed on a monthly basis. All invoices must include the Purchase Order number.

We plan to begin this project upon approval of the agreement and expect completion by September 30, 2020.

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: October 26, 2020
Re: Approval of Appointments for the Measure Q Citizens' Bond Oversight Committee	
Action: Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

Mariano Cuellar, the Santa Ana College student representative appointed to the Measure Q Citizens' Bond Oversight Committee, was elected as the RSCCD Student Trustee effective June 2020. As a result, Martha Uriarte, the current ASG Vice President at SAC, has been recommended by the college to serve a one year term with the option to continue serving on the committee for a second term until January 2022. Paul Gonzales and Irma Avila Macias are recommended for reaffirmation as their terms expired and are eligible for continued membership. Drew Hatcher and Teresa Saldivar are recommended as new appointments along with the full committee as presented below:

<b>Name</b>	<b>Membership Category</b>	<b>Recommended Action</b>
Jim Hossfeld	Business Organization	Continue appointment – November 2021
Alberta Christy	SAC Foundation Representative	Continue appointment – February 2023
Paul Gonzales	Community at-large #1 (1+1)	Reaffirm appointment – January 2022
Irma Avila Macias	Community at-large #2 (1+1)	Reaffirm appointment – January 2022
Drew Hatcher	Community at-large #3 (1+1/1yr)	Affirm appointment – November
Teresa Saldivar	Community at-large #4 (1yr/1+1)	Affirm appointment – November
Vacant	Community at-large #5 (1yr)	
Vacant	Community at-large #6 (1yr)	
Vacant	Senior Citizens' Organization (1+1)	
Vacant	Taxpayers Association (2yr)	
Martha Uriarte	SAC Student	Affirm appointment (one year term with the optional second year term)

**RECOMMENDATION**

It is recommended the Board of Trustees approve new appointments as well as continue and reaffirm the membership of the Measure Q Citizens’ Bond Oversight Committee as presented.

Fiscal Impact:	None	Board Date: October 26, 2020
Prepared by:	Adam M. O’Connor, Interim Vice Chancellor of Business Operations/Fiscal Services	
Submitted by:	Adam M. O’Connor, Interim Vice Chancellor of Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**DISTRICT OFFICE – CHANCELLOR’S OFFICE**

To: Board of Trustees	Date: October 26, 2020
Re: Approval of Change of December 2020 Board Meeting Date	
Action: Request for Approval	

**BACKGROUND**

At the December 9, 2019 organizational meeting, the Rancho Santiago Community College District Board of Trustees approved the 2020 board meeting calendar. The approved 2020 board meeting calendar included the date of December 7, 2020 as the 2020 organizational meeting.

On October 14, 2020 the district received notification from the Orange County Department of Education that, in accordance with Education Code Sections 35142 and 72000, the governing board must hold an annual organizational meeting within a prescribed 15-day period. For 2020, this 15-day period is December 11 through 25, 2020.

**ANALYSIS**

To ensure that the district is conducting meetings in accordance with Education Code Section 35142 and 72000, the December 7, 2020 board meeting will need to be changed to a date within the 15-day period as prescribed. It is recommended that the December 2020 meeting date be changed from December 7, 2020 to December 14, 2020.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the date change of the December 2020 board meeting from December 7, 2020 to December 14, 2020.

Fiscal Impact: None	Board Date: October 26, 2020
Prepared by: Debra Gerard, Executive Assistant to the Chancellor	
Submitted by: Marvin Martinez, Chancellor	
Recommended by: Marvin Martinez, Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET  
MANAGEMENT/ACADEMIC

October 26, 2020

MANAGEMENT

Interim Assignment

Alvano, Patricia G. Effective: October 12, 2020 – June 30, 2021  
Interim Registrar Salary Placement: G-7 \$130,793.04/Year  
Continuing Education (CEC/OEC)

Hoegler, Jennifer L. Effective: October 26, 2020 – June 30, 2021  
Director, Special Programs Salary Placement: H-1 \$92,052.75/Year  
Continuing Education (CEC)

Honda, Linda S. Effective: October 27, 2020 – December 31, 2020  
Interim Human Resources Analyst Hourly Rate: L-1 \$35.69  
District

Lucarelli, Phyllis A. Effective: October 1, 2020 – December 31, 2020  
Interim Executive Assistant to Hourly Rate: K-1 \$37.49  
The Board of Trustees  
District

FACULTY

Leave of Absence

Buechler, Michael Effective: August 17 – December 12, 2020  
Associate Professor, Manufacturing Technology Reason: Partial Banked Leave - 1.5 LHE  
Humanities & Social Sciences Division  
Santa Ana College

Diamond, Zachary Effective: October 26, 2020 – December 13, 2020  
Associate Professor, Welding Reason: Parental Leave  
Human Services & Technology Division  
Santa Ana College

Summer Stipend

Salcido, Denise Effective: August 4, 2020  
Associate Professor, Adult Basic Education/ Amount: \$750.00  
High School Subjects Reason: Professional Development  
Continuing Education (Project #2242)  
Santiago Canyon College

**FACULTY (CONT'D)**

Summer Stipend (cont'd)

Shields, Jolene  
Professor, Adult Basic Education/  
High School Subjects  
Continuing Education  
Santiago Canyon College

Effective: August 4, 2020  
Amount: \$750.00  
Reason: Professional Development  
(Project #2242)

Part-time New Hires/Rehires

Gadalla, Ayman L.  
Instructor, Computer Information Systems  
Business Division  
Santa Ana College

Effective: October 15, 2020  
Hourly Lecture/Lab Rates: I-3 \$63.34/\$57.01

McCrary, Roy K.  
Instructor, American Sign Language  
Humanities & Social Sciences Division  
Santa Ana College

Effective: February 1, 2021  
Hourly Lecture Rate: II-3 \$66.52

Non-paid Instructors of Record

Brogdon, Kirkland L.  
Instructor, Apprenticeship/Carpentry  
Instructor Service Agreement/Southwest Carpenters  
Training Fund  
Business & Career Technical Education Division  
Santiago Canyon College

Effective: October 12, 2020

Ceniceros, Rosamarie I.  
Instructor, Apprenticeship/Carpentry (equivalency)  
Instructor Service Agreement/Southwest Carpenters  
Training Fund  
Business & Career Technical Education Division  
Santiago Canyon College

Effective: October 13, 2020

Ferrer, Gabriel M.  
Instructor, Fire Technology  
Instructor Service Agreement with  
Rancho Cucamonga Fire District  
Human Services & Technology Division  
Santa Ana College

Effective: October 12, 2020

**FACULTY (CONT'D)**

*Non-paid Instructors of Record (cont'd)*

Kawamoto, Adam J. Effective: October 12, 2020  
Instructor, Apprenticeship/Carpentry (equivalency)  
Instructor Service Agreement/Southwest Carpenters  
Training Fund  
Business & Career Technical Education Division  
Santiago Canyon College

Padilla, Leo A. Effective: October 12, 2020  
Instructor, Apprenticeship/Carpentry (equivalency)  
Instructor Service Agreement/Southwest Carpenters  
Training Fund  
Business & Career Technical Education Division  
Santiago Canyon College

Peterson, Bryce A. Effective: October 12, 2020  
Instructor, Apprenticeship/Power Lineman  
Instructor Service Agreement/California-Nevada  
Training Trust  
Business & Career Technical Education Division  
Santiago Canyon College

Thomas, Jerome W. Effective: October 12, 2020  
Instructor, Apprenticeship/Electrician  
Instructor Service Agreement/Orange County  
Electrical Training Trust  
Business & Career Technical Education Division  
Santiago Canyon College

Wassenaar, Melissa A. Effective: October 13, 2020  
Instructor, Apprenticeship/Maintenance Mechanics  
Instructor Service Agreement/Metropolitan Water District  
Business & Career Technical Education Division  
Santiago Canyon College

Winn, John D. Effective: October 12, 2020  
Instructor, Apprenticeship/Carpentry (equivalency)  
Instructor Service Agreement/Southwest Carpenters  
Training Fund  
Business & Career Technical Education Division  
Santiago Canyon College

**FACULTY (CONT'D)**

*Non-paid Intern Service*

Kitchen, Ieisha  
Higher Education Intern/Student Equity  
Student Services Division  
Santiago Canyon College

November 9, 2020 – December 18, 2020  
College Affiliation: CSU, Fullerton  
Major: Higher Education

Roshan, Rana  
Human Services Intern  
Enrollment & Support Services Division  
Santiago Canyon College

Effective: October 27, 2020 – June 30, 2021  
College Affiliation: CSU, Fullerton  
Major: Human Services

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET  
CLASSIFIED  
OCTOBER 26, 2020**

**CLASSIFIED**

Reinstatement

Medina, Alfonso Custodian/ Admin. Services/ SCC	Effective: October 1, 2020 Grade 4, Step 6 + 10%L + 7.5%GY \$58,558.25
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Longevity Increments

Carino, Fabiola Child. Dev. Ctr Cook/Nutrition Spec./ Child Dev. Services	Effective: October 1, 2020 Grade 6, Step 6 + 7.5%L \$57,363.80
Ceja, Daniel Custodian/ Admin. Services/ SCC	Effective: November 1, 2020 Grade 4, Step 6 + 7.5%GY + 2.5%L \$54,820.49
Diaz, Cecilia Student Program Specialist/ Counseling/ SCC	Effective: December 1, 2020 Grade 10, Step 6 + 5%L \$65,966.75
Duong, Linda Applications Specialist I/ Library/ SAC	Effective: November 1, 2020 Grade 13, Step 6 + 12PG (4500) + 5%L \$80,870.28
Esparza, Wenndy Student Program Specialist/ Continuing Ed./ CEC	Effective: November 1, 2020 Grade 10, Step 5 + 2.5%Bil + 7PG (3500) + 5%L \$67,821.31
Espinosa, Laura Administrative Clerk/ Academic Affairs/ SCC	Effective: November 1, 2020 Grade 10, Step 6 + 6PG (3000) + 7.5%L \$70,537.39
Garcia, Omelina Student Services Coord./ Student Affairs/ SAC	Effective: December 1, 2020 Grade 16, Step 6 + 13PG (6500) + 7.5%L \$98,778.80
Guzman, Noemi Sr. Accountant/ Facilities, Planning/ District	Effective: October 1, 2020 Grade 15, Step 6 + 2.5%L \$82,931.61

Longevity Increments cont'd

Hernandez, Guadalupe Sr. Custodian Utility Worker/ Admin. Services/ SCC	Effective: November 1, 2020 Grade 4, Step 6 + 2.5%L \$51,082.73
Lam, Quynh Giao Accountant/ Fiscal Services/ District	Effective: December 1, 2020 Grade 13, Step 6 + 5%L \$76,370.28
Lopez, Marta Success Center Specialist/ Academic Affairs/ SCC	Effective: November 1, 2020 Grade 10, Step 6 + 4PG (2000) + 7.5%L \$69,537.39
Meza, Renise Administrative Clerk/ Fine & Performing Arts/ SAC	Effective: November 1, 2020 Grade 10, Step 6 + 4PG (2000) + 7.5%L \$69,537.39
Murillo, George Skilled Maintenance Worker/ Admin. Services/ SAC	Effective: November 1, 2020 Grade 11, Step 6 + 5%L \$68,936.96
Pov, Tina Graduation Specialist/ Admissions/ SAC	Effective: October 1, 2020 Grade 15, Step 6 + 3PG (1500) + 2.5%L \$84,431.61
Roman, Alfonso Gardener Utility Worker/ Admin. Services/ SAC	Effective: November 1, 2020 Grade 8, Step 6 + 5%L \$60,648.36
Romero, Isadora Admissions & Records Spec. II/ Continuing Ed./ CEC	Effective: October 1, 2020 Grade 8, Step 6 + 2.5%Bil + 5%L \$62,092.37
Sanchez, Maria High School & Comm. Outreach Spec./ Student Dev./ SAC	Effective: October 1, 2020 Grade 13, Step 6 + 2.5%Bil + 12.5%L \$83,643.64
Touyanou, Rosemary Student Services Coord./ Continuing Ed./ OEC	Effective: November 1, 2020 Grade 16, Step 6 + 2PG (1000) + 2.5%Bil + 5%L \$93,278.80
Vega, Gerardo Sr. Custodian Utility Worker/ Admin. Services/ SAC	Effective: December 1, 2020 Grade 7, Step 6 + 3PG (1500) + 5%L \$59,769.06

Professional Growth Increments

Harvey, Elizabeth Administrative Secretary/ DSPS/ SAC	Effective: November 1, 2020 Grade 12, Step 4 + 4PG (2000) \$64,677.38
Tran, Anna HR Technician/ Human Resources/ District	Effective: November 1, 2020 Grade 13, Step 6 + 2.5%L + 3PG (1500) \$76,051.94

Out of Class Assignment

Ammann, Renee Administrative Secretary/ Career Ed./ SCC	Effective: 10/08/20 – 06/30/21 Grade 12, Step 3 \$59,700.49
Andrade, Jose Sr. Accountant/ Continuing Ed./ CEC	Effective: 10/12/20 – 06/30/21 Grade 15, Step 5 + 2.5%L + 6PG (3000) \$81,999.88
Ayers, Alicia Accountant/ Continuing Ed./ OEC	Effective: 10/12/20 – 06/30/21 Grade 13, Step 5 + 5PG (2500) \$71,738.35
Gallegos, Nicole Director Continuing Ed. Support Services/ OEC	Effective: 10/12/20 – 06/30/21 Grade H, Step 1 \$92,052.75 <i>Supervisory</i>
Hernandez, Guadalupe Sr. Custodian Utility Worker/ Admin. Services/ SCC	Effective: 10/08/20 – 06/30/21 Grade 7, Step 5 \$52,872.92
Madrigal, Maria Exec. Asst to the Board of Trustees/ District	Effective: 10/19/20 – 06/30/21 Grade K, Step 1 <i>Confidential</i>
Montana, Tracy Executive Secretary/ Academic Affairs/ SCC	Effective: 10/08/20 – 06/30/21 Grade 14, Step 5 \$73,015.00
Nguyen, Trang T. Admissions & Records Tech. Spec/ Enrollment/ SAC	Effective: 10/08/20 – 06/30/21 Grade 15, Step 1 + 4PG (2000) \$65,388.27
Pinon, Elizabeth Executive Secretary/ Student Services/ SCC	Effective: 10/08/20 – 06/30/21 Grade 14, Step 5 + 12.5%L \$82,141.88



Out of Class Assignment cont'd

Rubio Lopez, Miguel  
Lead Maintenance Worker/ Admin.  
Services/ SAC

Effective: 10/06/20 – 10/30/20  
Grade 14, Step 4 \$69,490.13

Stapleton, Amber  
Admissions & Records Spec. II/  
Enrollment/ SAC

Effective: 10/08/20 – 06/30/21  
Grad 8, Step 6 + 5%L \$60,648.36

Tuon, Sophanareth  
Custodial Supervisor/ Admin. Services/  
SAC

Effective: 09/28/20 – 10/30/20  
Grade O, Step 3  
Supervisory

Change in Position/Location

Duenez, Joe  
Administrative Secretary  
From: Student Services  
To: Science & Math

Effective: 10/08/20 – 06/30/21  
Grade 12, Step 4 + 1PG (500) \$63,177.38  
*Temporary Assignment*

Change in Salary Placement

Ayers, Alicia  
Student Services Specialist/ Continuing  
Ed./ OEC

Effective: October, 2020  
Grade 10, Step 6 + 5PG (2500)  
\$65,325.48 *Correction*

Chau, Huy  
Applications Specialist III/ ITS

Effective: October 1, 2020  
Grade 19, Step 6 + 5%L + 3PG (1500)  
\$109,594.02 *Correction*

Espinosa, Laura  
Administrative Clerk/ Academic Affairs/  
SCC

Effective: October 1, 2020  
Grade 10, Step 6 + 5%L + 6PG (3000)  
\$68,966.74 *Correction*

Leave of Absence

Avalos, Jessica  
Administrative Clerk/ Child Dev.  
Services/District

Effective: 08/30/20 – 10/25/20  
Reason: Maternity Leave

Davis, Wendy  
Auxiliary Services Specialist/ Auxiliary  
Services/ SCC

Effective: 10/15/20 – 10/30/20  
Reason: FMLA

Leave of Absence cont'd

Martinez, Loretta Sr. Clerk-Comm. Ctr. Dispatcher/ District Safety	Effective: 09/23/20 – 09/24/20 Reason: EPSL
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**CLASSIFIED HOURLY**

Longevity Increments

Hernandez, Eric Custodian/ Admin. Services/ SAC	Effective: October 1, 2020 Grade 4, Step A + 5%L \$19.64/Hour
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Nihei, John Instructional Assistant/ Science & Math/ SCC	Effective: October 1, 2020 Grade 5, Step A + 5%L \$20.26/Hour
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Tran, Vien Publications Assistant/ Human Services & Tech./ SAC	Effective: December 1, 2020 Grade 5, Step A + 5%L \$20.26/Hour
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Vargas, Lucia Instructional Assistant/ Continuing Ed./ OEC	Effective: November 1, 2020 Grade 5, Step A + 5%L \$20.26/Hour
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Out of Class Assignment

Canett, Mark Student Program Specialist/ Student Dev./ SAC	Effective: 10/08/20 – 06/30/21 Grade 10, Step A \$23.57/Hour
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**TEMPORARY ASSIGNMENT**

Additional Hours for Ongoing Assignment

Canett, Mark Student Program Specialist/ Student Services/ SAC	Effective: 10/08/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
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**MISCELLANEOUS POSITIONS**

Tse, Han Community Services Presenter/ Continuing Ed./ CEC	Effective: 10/13/2020
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