

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)
Board of Trustees (Regular meeting)
Monday, December 14, 2020
via Zoom and Limited In-Person Attendance
Santiago Canyon College
8045 E. Chapman Avenue, Gym
Orange, CA 92869

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 December 14, 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 by 12 noon on Monday, December 14, 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. Submissions by email must be received prior to 3 p.m. on December 14, 2020. Any written comments received after 3:00 p.m. on December 14, 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 DECEMBER 14, 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 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 Installation Ceremony

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 Committee Chairperson of the meeting or submit your comments electronically by emailing Gerard_Debra@rsccd.edu. Submissions by email must be received prior to the posted start time of the meeting. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF December 14, 2020**. Please indicate if you are addressing a specific agenda item or are making a “Public Comment.” Each speaker may speak for up to three minutes; however, the Committee Chairperson may, in the exercise of discretion, extend additional time to a speaker if warranted, or expand or limit the number of individuals to be recognized for discussion on a particular matter. If a **translator** for the speaker is needed, please contact the executive assistant to the board of trustees at Gerard_Debra@rsccd.edu or leave a message at 714-480-7452, on the Friday prior to the meeting so appropriate accommodations may be made.

1.5 Approval of Minutes – Regular meeting of November 9, 2020 Action – Special meeting of November 16, 2020

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.

2.0 **BOARD ORGANIZATION**

2.1 Annual Board Organization

Action

Board Policy 2305 (attached) requires that the board take specific actions at its annual organizational meeting:

-Election of Board Officers (President, Vice President, and Clerk)
for the 2020-2021 year

-Designation of secretary and assistant secretary

-The President of the Board shall appoint members and chairs to the following board committees:

- Facilities Committee
- Fiscal and Audit Review Committee
- Institutional Effectiveness Committee
- Legislative Committee
- Policy Committee

-The President of the Board shall appoint representatives to the following organizations:

- RSCCD Foundation
- Orange County Community College Legislative Task Force
- Orange County School Boards Association
- Nominating Committee on School District Organization

-Adoption of schedule of meeting dates for 2021 (attached)

-Reaffirmation of Board Policy 2200 – Board Duties and Responsibilities (attached)

-Reaffirmation of Board Policy 2715 – Code of Ethics/Standards of Practice (attached)

-Reaffirmation of Board Policy 2735 – Board Member Travel (attached)

-Reaffirmation of Board Policy 6320 - Investments (attached)

-Designation of specific days, weeks or months of observance, which relate to the educational mission of the district (attached)

3.0 **INFORMATIONAL ITEMS AND ORAL REPORTS**

3.1 Report from the Chancellor

3.2 Reports from College Presidents

3.3 Report from Student Trustee

3.4 Reports from Student Presidents

3.5 Report from Classified Representative

3.6 Reports from Academic Senate Presidents

3.7 Reports from Board Committee Chairpersons and Representatives of the Board

- Board Facilities Committee

4.0 INSTRUCTION

- *4.1 Approval of Rancho Santiago Community College District International Student Recruitment Agreement with Bright Can-Achieve Limited Action
The administration recommends approval of the RSCCD international student recruitment agreement with Bright Can-Achieve Limited located in Beijing, China, as presented.
- *4.2 Approval of Rancho Santiago Community College District International Student Recruitment Agreement with China US Business Association Action
The administration recommends approval of the RSCCD international student recruitment agreement with China US Business Association located in Anaheim, California, as presented.
- *4.3 Approval of Rancho Santiago Community College District International Student Recruitment Agreement with Blue Bell Service Company Limited Action
The administration recommends approval of the RSCCD international student recruitment agreement with Blue Bell Service Company Limited located in the country of Vietnam, as presented.
- *4.4 Approval of Rancho Santiago Community College District International Student Recruitment Agreement with Asia Europe Co., Ltd. Action
The administration recommends approval of the RSCCD international student recruitment agreement with Asia Europe Co., Ltd. located in the country of Vietnam, as presented.
- *4.5 Approval of Rancho Santiago Community College District International Student Recruitment Agreement with Center Point Stock Company Action
The administration recommends approval of the RSCCD international student recruitment agreement with Center Point Joint Stock Company located in the country of Vietnam, as presented.
- *4.6 Approval of Rancho Santiago Community College District International Student Recruitment Agreement with Consulting Marketing International Co. Ltd. Action
The administration recommends approval of the RSCCD international student recruitment agreement with Consulting Marketing International Co. Ltd. located in the country of Vietnam, as presented.
- *4.7 Approval of Rancho Santiago Community College District International Student Recruitment Agreement with Du Hoc My Quoc CISC Action
The administration recommends approval of the RSCCD international student recruitment agreement with Du Hoc My Quoc CISC located in Garden Grove, California, as presented.

- *4.8 Approval of Rancho Santiago Community College District International Student Recruitment Agreement with Global Education Consulting and Study Abroad Co. Ltd. Action
The administration recommends approval of the RSCCD international student recruitment agreement with Global Education Consulting and Study Abroad Co. Ltd. located in the country of Vietnam, as presented.
- *4.9 Approval of Rancho Santiago Community College District International Student Recruitment Agreement with KC Overseas Education Private Limited Action
The administration recommends approval of the RSCCD international student recruitment agreement with KC Overseas Education Private Limited located in the country of India, as presented.
- *4.10 Approval of Rancho Santiago Community College District International Student Recruitment Agreement with New World Study Abroad Consulting Co. Ltd. Action
The administration recommends approval of the RSCCD international student recruitment agreement with New World Study Abroad Consulting Co. Ltd. located in the country of Vietnam, as presented.
- *4.11 Approval of Rancho Santiago Community College District International Student Recruitment Agreement with Cong Ty TNHH Tai Chanh-Thuong Mai-Du Hoc Du Lich Thai Binh Duong (Pacific Ocean) Action
The administration recommends approval of the RSCCD international student recruitment agreement with Cong Ty TNHH Tai Chanh-Thuong Mai-Du Hoc Du Lich Thai Binh Duong (Pacific Ocean) located in the country of Vietnam, as presented.
- *4.12 Approval of Rancho Santiago Community College District International Student Recruitment Agreement with Worldwide Education Consulting Co., Ltd. Action
The administration recommends approval of the RSCCD international student recruitment agreement with Worldwide Education Consulting Co., Ltd. located in the country of Vietnam, as presented.
- *4.13 Approval of Santa Ana Unified School District (SAUSD) and Rancho Santiago Community College District on behalf of Santa Ana College (SAC) Academic Talent Search Program for Annual Program Services to Program Participants for Sierra Preparatory Academy, Willard Intermediate, Century High School, Saddleback High School, Santa Ana High School and Valley High School Action
The administration recommends approval of the agreement between SAUSD and RSCCD on behalf of the SAC academic talent search program for annual program services to program participants for Sierra Preparatory Academy, Willard Intermediate, Century High School, Saddleback High School, Santa Ana High School and Valley High School, as presented.

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

- *4.14 Approval of Educational Affiliation Agreement with Expressions Speech-Language Services, INC Action
The administration recommends approval of the educational affiliation agreement with Expressions Speech-Language Services, INC located in Garden Grove, California, as presented.
- *4.15 Approval of Educational Affiliation Agreement with Magnolia School District Action
The administration recommends approval of the educational affiliation agreement with Magnolia School District located in Anaheim, California, as presented.
- *4.16 Approval of Educational Affiliation Agreement with Orange Unified School District (OUSD) Action
The administration recommends approval of the educational affiliation agreement with OUSD located in Orange, California, as presented.
- *4.17 Approval of Educational Affiliation Agreement with Santa Ana Unified School District Action
The administration recommends approval of the educational affiliation agreement with SAUSD located in Santa Ana, California, as presented.
- *4.18 Approval of Educational Affiliation Agreement with Little Voices Action
The administration recommends approval of the educational affiliation agreement with Little Voices located in Long Beach, California, as presented.
- *4.19 Approval of Educational Affiliation Agreement with Ukes Communication Services, Inc. Action
The administration recommends approval of the educational affiliation agreement with Ukes Communication Services, Inc. located in Placentia, California, as presented.
- *4.20 Approval of Agreement for Contract Services with City of Irvine Action
The administration recommends approval of the agreement for contract services with the City of Irvine located in Irvine, California, as presented.
- *4.21 Approval of Rancho Santiago Community College District Professional Services Agreement with Shawn Jordisons Incredible Services Action
The administration recommends approval of the RSCCD professional services agreement with Shawn Jordisons Incredible Services located in Westlake Village, California, as presented.

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

- *4.22 Approval of Rancho Santiago Community College District Professional Services Agreement with PGINET Consulting Action
The administration recommends approval of the RSCCD professional services agreement with PGINET Consulting located in Fullerton, California, as presented.
- *4.23 Approval of Rancho Santiago Community College District Professional Services Agreement with Univision Communications, Inc. Action
The administration recommends approval of the RSCCD professional services agreement with Univision Communications, Inc. located in Los Angeles, California, as presented.
- *4.24 Approval of Rancho Santiago Community College District Professional Services Agreement with Estrella Media Action
The administration recommends approval of the RSCCD professional services agreement with Estrella Media located in Burbank, California, as presented.
- *4.25 Approval of Amendment to Agreement with Fusion Sport Action
The administration recommends approval of the amendment to the agreement with Fusion Sport located in Boulder, Colorado, as presented.
- *4.26 Approval of Memorandum of Understanding (MOU) between Consulate of Mexico in Santa Ana, California and Rancho Santiago Community College District on behalf of Santa Ana College for Implementation of “Educational Orientation Window” Strategy Action
The administration recommends approval of the MOU between the Consulate of Mexico in Santa Ana, California and RSCCD on behalf of SAC for implementation of the “Educational Orientation Window” Strategy, as presented.
- *4.27 Approval of Amendment to Agreement with Substance Media, Inc. Action
The administration recommends approval of the amendment to the agreement with Substance Media, Inc. located in Covina, California, as presented.
- *4.28 Approval of Supplemental Program Agreement to Educational Experience Affiliation Agreement Baccalaureate and Graduate Nursing with The University of Texas Arlington Action
The administration recommends approval of the supplemental program agreement to educational experience affiliation agreement baccalaureate and graduate nursing with The University of Texas Arlington, as presented.

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

- 4.29 Ratification of Termination of Parking Lease Agreement with OCR Land LLC Approved by Chancellor per Resolution No. 20-03 Declaring an Emergency and Authorizing Necessary Actions Regarding Coronavirus (COVID-19) Action

It is recommended that the Board of Trustees ratify the termination of the parking lease agreement with OCR Land LLC for the 144 parking spaces located at 523 N. Grand Ave. Santa Ana, California, approved by the chancellor per Resolution No. 20-03.

- *4.30 Approval of Proposed Revisions for 2021-2022 Santiago Canyon College (SCC) Catalog and/or 2020-2021 Catalog Addendum Action

The administration recommends approval of the proposed revisions for the 2021-2022 SCC catalog and/or 2020-2021 college catalog addendum as presented.

- *4.31 Approval of Professional Services Agreement with Plastic Surgery Studios Action

The administration recommends approval of the professional services agreement with Plastic Surgery Studios as presented.

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *5.1 Approval of Payment of Bills Action

The administration recommends payment of bills as submitted.

- *5.2 Approval of Budget Transfers and Budget Increases/Decreases, and Intrafund and Interfund Transfers Action

The administration recommends approval of budget transfers, increases, and decreases, and intrafund and interfund transfers from October 28, 2020, through December 1, 2020.

- *5.3 Acceptance of 2019-2020 Measure Q Citizens' Bond Oversight Committee Annual Report to Community Action

The administration recommends acceptance of the 2019-20 Measure Q Citizens' Bond Oversight Committee annual report to the community as presented.

- *5.4 Approval of Appointments for Measure Q Citizens' Bond Oversight Committee Action

The administration recommends approval of the appointments as well as continue and reaffirm the membership of the Measure Q Citizens' Bond Oversight Committee as presented.

- 5.5 Adoption of Resolution No. 20-19 Regarding Bid #1386 Award for Russell Hall Replacement (Health Sciences) Project at Santa Ana College Action

The administration recommends adoption of Resolution No. 20-19 regarding Bid #1386 for Russell Hall Replacement (Health Sciences) Project at SAC.

- *5.6 Approval of Agreement with SVA Architects, Inc. for Architectural and Engineering Services for Next Gen Drone and Autonomous Systems Technology Collaborative at Santa Ana College Action
The administration recommends approval of the agreement with SVA Architects, Inc. for architectural and engineering services for the next gen drone and autonomous systems technology collaborative, as part of the Regional Strong Workforce Grant Project, at SAC as presented.
- *5.7 Ratification of Change Order #1 for McCarthy Building Companies, Inc. for Construction Lease-Leaseback Services at Science Center at Santa Ana College Action
The administration recommends ratification of change order #1 for McCarthy Building Companies, Inc. for construction lease-leaseback services for the Science Center at SAC as presented.
- *5.8 Approval of Amendment to Agreement with Bernards Bros. Inc. for Construction Management Services for Science Center at Santa Ana College Action
The administration recommends approval of the amendment to the agreement with Bernards Bros. Inc. for construction management services for the Science Center at SAC as presented.
- *5.9 Approval of Amendment to Agreement with Architecture 9 PLLLP for Professional Design Services for Campus Directories at Santa Ana College and Santiago Canyon College Action
The administration recommends approval of the amendment to the agreement with Architecture 9 PLLLP for professional design services for campus directories at SAC and SCC as presented.
- *5.10 Approval of Amendment to Agreement with Architecture 9 PLLLP for Architectural Design Services for Barrier Removal/Signage and Wayfinding at Santa Ana College and Santiago Canyon College Action
The administration recommends approval of the amendment to the agreement with Architecture 9 PLLLP for architectural design services for barrier removal/signage and wayfinding at SAC and SCC as presented.
- *5.11 Approval of Agreement with Sindoni Consulting & Management Services, Inc. for Commissioning Services for Orange Education Center (OEC) Site Remediation Project at Santiago Canyon College Action
The administration recommends approval of the agreement with Sindoni Consulting & Management Services, Inc. for commissioning services for the OEC site remediation project at SCC as presented.
- *5.12 Ratification of Award of Bid #1391 for Parking Ticket Kiosk Project at Santiago Canyon College Action
The administration recommends ratification of awarding Bid #1391 for the parking ticket kiosk project at SCC as presented.

- *5.13 Approval of Amendment to Agreement with LSA Associates, Inc. for Traffic/Circulation Analysis for Campus Entrance Improvements at Santiago Canyon College Action
The administration recommends approval of the amendment to the agreement with LSA Associates, Inc. for traffic/circulation analysis for the campus entrance improvements at SCC as presented.
- *5.14 Approval of Amendment to Agreement with Kitchell for Constructability Review Services for Campus Entrance Improvements Project at Santiago Canyon College Action
The administration recommends approval of the amendment to the agreement with Kitchell for constructability review services for the campus entrance improvements project at SCC as presented.
- *5.15 Approval of Amendment to Agreement with HPI Architecture for Architectural Design Services for Orange Education Center at Santiago Canyon College Action
The administration recommends approval of the amendment to the agreement with HPI Architecture for architectural design services for OEC at SCC as presented.
- *5.16 Approval of Amendment to Agreement with HL Construction Management for Cost Estimating Consulting Services for Campus Entrance Improvements Project at Santiago Canyon College Action
The administration recommends approval of the amendment to the agreement with HL Construction Management for cost estimating consulting services for the campus entrance improvements project at SCC as presented.
- *5.17 Approval of Amendment to Agreement with Converse Consultants for Environmental Consulting Services for Orange Education Center at Santiago Canyon College Action
The administration recommends approval of the amendment to the agreement with Converse Consultants for environmental consulting services for OEC at SCC as presented.
- *5.18 Approval of Amendment to Agreement with Southwest Inspection and Testing, Inc. for On-Call Materials Testing and Inspection Consulting Services for Various Facility Improvement Projects Action
The administration recommends approval of the amendment to the agreement with Southwest Inspection and Testing, Inc. for on-call materials testing and inspection consulting services for various facility improvement projects as presented.
- *5.19 Acceptance of Donation of Vehicle Action
The administration recommends acceptance of the donation of a 2003 Chrysler PT Cruiser as presented.

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

5.20 Adoption of Resolution No. 20-23 Authorizing Procurement of District-wide Waste Handling and Recycling Services Without Competitive Bidding Action

The administration recommends adoption of Resolution No. 20-23 authorizing the procurement of District-wide waste handling and recycling services without competitive bidding as presented.

*5.21 Approval of Foundation for California Community Colleges (FCCC) Master Services Agreement No. 00003328 with NG Web Solutions, LLC Action

The administration recommends approval of the District's use of FCCC master services agreement No. 00003328 with NG Web Solutions, LLC, including renewals, future addendums, supplements, and extensions on an as needed basis as presented.

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

The administration recommends ratification of purchase orders approved by the chancellor per Resolution No. 20-03 as presented.

*5.23 Approval of Purchase Orders Action

The administration recommends approval of the purchase order listing for the period October 18, 2020, through November 7, 2020.

6.0 GENERAL

*6.1 Approval of Resource Development Items Action

The administration recommends approval of budgets, acceptance of grants, and authorization of the chancellor or his designee to enter into related contractual agreements on behalf of the district for the following:

- Board Financial Assistance Program (BFAP) (SAC & SCC) \$1,042,275
- California Work Opportunity and Responsibility to Kids (CalWORKs)/Work Study/Temporary Assistance for Needy Families (TANF) (SAC & SCC) – **Correction to Match** \$ N/A
- Disaster Relief Emergency Student Financial Aid (SAC & SCC) \$ 260,055
- Upward Bound – Year 4 (SAC) \$ 347,196
- Youth Empowerment Strategies for Success – Independent Living Program (YESS-ILP) – Student Relief Funds (SAC) \$ 10,665

*6.2 Approval of Third Amendment to Sub-Agreement between RSCCD and WestEd for Strong Workforce Program K-12 Pathway Coordinators and K-14 Technical Assistance Providers Grant Action

The administration recommends approval of the third amendment to the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.

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

- *6.3 Approval of Subscription Agreement with California Community College Chancellor's Office to Support Federal Student Right-to-Know Act Action
The administration recommends approval of the subscription 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.
- *6.4 Approval of RSCCD 2021-2024 Strategic Technology Plan Action
The administration recommends approval of the RSCCD 2021-2024 Strategic Technology Plan as presented.
- *6.5 Approval of Change Order #1 for Remote Service Provision with SectorPoint Inc. Action
The administration recommends approval of change order #1 for remote service provision with SectorPoint Inc. as presented.
- *6.6 Approval of Agreement with OculusIT, LLC for Ellucian Colleague System Administration Services Action
The administration recommends approval of the agreement with OculusIT, LLC for Ellucian Colleague system administration services as presented.
- *6.7 Authorization of Signatures Action
The administration recommends approval of the revised list of authorized signatures.
- 6.8 List of 2021 Conferences and Legislative Executive Visits for Board Members Information
Board Policy 2735 and a list of conferences and legislative executive visits that board members may wish to attend is provided as information.
- 6.9 Review of RSCCD Board of Trustees Self-Evaluation Information
It is recommended that the Board of Trustees review the evaluation responses.
- 6.10 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)

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

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 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

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

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Public Comment (cont.)

to three minutes; however, the Committee Chairperson may, in the exercise of discretion, extend additional time to a speaker if warranted, or expand or limit the number of individuals to be recognized for discussion on a particular matter. If a **translator** for the speaker is needed, please contact the executive assistant to the board of trustees at Gerard_Debra@rscsd.edu or leave a message at 714-480-7452, on the Friday prior to the meeting so appropriate accommodations may be made.

7.0 HUMAN RESOURCES

7.1 Management/Academic Personnel

Action

- Approval of Interim Assignments
- Approval of Extensions of Interim Assignment
- Approval of Adjusted Salary Placements
- Approval of Changes of Classification

- 7.1 Management/Academic Personnel (cont.)
- Approval of Changes of Assignment
 - Approval of Additional Annual Contract Stipends for 2020-2021
 - Approval of Beyond Contract/Overload Stipends
 - Approval of Leaves of Absence
 - Approval of Adjusted Leaves of Absence
 - Approval of Part-time Hourly New Hires/Rehires
 - Approval of Non-paid Instructors of Record
 - Approval of Non-Paid Intern Services
- 7.2 Classified Personnel Action
- Approval of Out of Class Assignments
 - Approval of Changes in Salary Placements
 - Approval of Professional Growth Increments
 - Approval of Return to Regular Assignments
 - Approval of Leaves of Absence
 - Approval of New Appointments
 - Approval of Expiration of Terms
 - Ratification of Resignations/Retirements
 - Approval of Short Term Assignments
 - Approval of Additional Hours for Ongoing Assignments
 - Approval of Substitute Assignments
 - Approval of Miscellaneous Positions
 - Approval of Instructional Associates/Associate Assistants
 - Approval of Student Assistant Lists
- 7.3 Presentation of Child Development Centers – CSEA Chapter 888 Initial Bargaining Proposal to Rancho Santiago Community College District Action
It is recommended that the board schedule a public hearing for the next regularly scheduled board meeting.
- 7.4 Approval of Agreement with Health Advocate, Inc. for an Employee Assistance Program and Advocacy Services Action
It is recommended that the board approve the agreement with Health Advocate, Inc. for an Employee Assistance Program and Advocacy Services.
- 7.5 Approval of Amendment No. 1 to Service Agreement with Keenan and Associates for Employee Benefits Consulting Action
It is recommended that the board approve Amendment No. 1 with Keenan and Associates, as presented.
- 7.6 Adoption of Resolution No. 20-22 Declaring Withdrawal from Schools Excess Liability Fund (SELF) Joint Powers Authority Action
It is recommended that the board adopt Resolution No. 20-22 declaring withdrawal from the SELF Joint Powers Authority as presented.

7.7 Adoption of Resolution No. 20-24 authorizing payment to Trustee
Absent from Board Meetings Action

This resolution requests authorization of payment to Zeke Hernandez for his absence from the November 16, 2020, special board meeting due to illness.

7.8 Authorization for Board Travel/Conferences Action

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

8.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be announced after the 2021 board meeting calendar is approved.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)
Board of Trustees (Regular meeting)
via Zoom and Limited In-Person Attendance
Santiago Canyon College
8045 E. Chapman Avenue, Gym
Orange, CA 92869

Monday, November 9, 2020

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The limited in-person and Zoom meeting was called to order at 4:48 p.m. by Ms. Claudia Alvarez. Those participating in-person included Ms. Claudia Alvarez, Ms. Arianna Barrios, Mr. John Hanna, Mr. Zeke Hernandez, and Mr. Phillip Yarbrough; those participating via video/teleconference included Mr. Larry Labrado and Mr. Mariano Cuellar via video/teleconference (Zoom) pursuant to Governor Newsom's Executive Order N-29-20.

Administrators present in-person included Ms. Tracie Green, Dr. Marilyn Flores, Mr. Marvin Martinez, Mr. Adam O'Connor, Mr. Enrique Perez, Mr. Jose Vargas, and Ms. Maria Madrigal was present as record keeper.

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Ms. Arianna Barrios, Clerk, Rancho Santiago Community College District.

1.3 Approval of Additions or Corrections to Agenda

There were no additions or corrections to the agenda.

It was moved by Mr. Yarbrough and seconded by Mr. Hanna to accept the agenda 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.

1.4 Public Comment

Mr. Martin Stringer spoke regarding Santiago Canyon College's (SCC) faculty and staff's continued success and service in the learning community, its contributions to many programs and events that have provided support to students during the pandemic ensuring student success, and named several faculty members that have been nominated for Orange County Teacher and Hayward awards.

Trustee-elect Tina Arias Miller expressed appreciation of being elected to the RSCCD Board of Trustees and briefly shared her experience. Dr. Miller asked the board to consider her for the position of clerk in the upcoming year.

1.4 Public Comment (cont.)

Trustee-elect David Crockett expressed appreciation of being elected to the RSCCD Board of Trustees

1.5 Approval of Minutes

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

1.6 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 4.4 (Amendment to Sponsorship Agreement with Bottling Group, LLC, a Delaware Limited Liability Company, and Its Affiliates and/or Their Respective Subsidiaries Collectively Comprising Pepsi Beverages Company) 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 Educational Affiliation Agreement with Huntington Beach Union High School District

The board approved the educational affiliation agreement with Huntington Beach Union High School District as presented.

3.2 Approval of Rancho Santiago Community College District Professional Services Agreement with 25th Hour Communications, Inc. for Santa Ana College (SAC) Business Division

The board approved the RSCCD professional services agreement with 25th Hour Communications, Inc. for SAC Business Division as presented.

3.3 Approval of Educational Affiliation Agreement with Tustin Unified School District

The board approved the educational affiliation agreement with Tustin Unified School District as presented.

3.4 Approval of Educational Affiliation Agreement with Big Fun Therapy and Recreational Services

The board approved the educational affiliation agreement with Big Fun Therapy and Recreational Services as presented.

1.6 Approval of Consent Calendar (cont.)

3.5 Approval of Rancho Santiago Community College District Professional Services Agreement with Interact Communications for Santa Ana College Business Division

The board approved the RSCCD professional Services agreement with Interact Communications for SAC Business Division as presented.

3.6 Approval for Purchase of Switch Lab Vehicle from Switch Vehicles, Inc.

The board approved the purchase of Switch Lab Vehicle from Switch Vehicles, Inc. as presented.

3.7 Approval of Proposed Revisions for the 2020–2021 Santa Ana College Catalog Addendum

The board approved the proposed revisions for the 2020–2021 SAC Catalog addendum as presented.

3.8 Approval of Proposed Revisions for the 2021–2022 Santa Ana College Catalog

The board approved the proposed revisions for the 2021–2022 SAC Catalog as presented.

3.9 Confirmation of Santa Ana College Associate Degrees and Certificates Awarded in Summer 2020

The board approved the confirmation of SAC associate degrees and certificates awarded in Summer 2020 as presented.

3.10 Confirmation of Santiago Canyon College (SCC) Associate Degrees and Certificates Awarded in Summer 2020

The board approved the confirmation of SCC associate degrees and certificates awarded in Summer 2020 as presented.

3.11 Approval of Amendment #2 to Lease with Affordable Housing Specialist Group

The board approved the amendment #2 to lease with Affordable Housing Specialist Group as presented.

3.12 Approval of Community Services Program at Santiago Canyon College and Santa Ana College for Spring 2021

The board approved the Community Services Program at SCC and SAC for Spring 2021 as presented.

3.13 Approval of Professional Services Agreement between California Caregiver Academy and RSCCD on behalf of Santa Ana College & Santiago Canyon College Community Services Programs

The board approved the professional services agreement between California Caregiver Academy and RSCCD on behalf of SAC & SCC Community Services Programs as presented.

1.6 Approval of Consent Calendar (cont.)

4.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

4.2 Approval of Budget Increases/Decreases and Budget Transfers

The board approved budget increases, decreases and transfers from October 14, 2020, to October 27, 2020, as presented.

4.3 Approval of Contract Renewal with SchoolsFirst Federal Credit Union to Provide ATM Services throughout District

The board approved the contract renewal with SchoolsFirst Federal Credit Union to provide ATM services throughout the District as presented.

4.5 Approval of Amendment to Agreement with MTGL, Inc. for Geotechnical Testing and Inspection Consulting Services for Johnson Student 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 Johnson Student Center at SAC as presented.

4.6 Approval of Amendment to Agreement with Linik Corporation for Construction Management Services for Johnson Student Center at Santa Ana College

The board approved the amendment to the agreement with Linik Corporation for construction management services for the Johnson Student Center at SAC as presented.

4.7 Approval of Amendment to Agreement with Alta Environmental for Hazardous Materials Construction Monitoring Services for Johnson Student Center (Building U) Demolition at Santa Ana College

The board approved the amendment to the agreement with Alta Environmental for hazardous materials construction monitoring services for the Johnson Student Center (Building U) demolition at SAC as presented.

4.8 Approval of Amendment to Agreement with Architectural Testing, Inc. for Building Enclosure Commissioning Services for Science Center at Santa Ana College

The board approved the amendment to the agreement with Architectural Testing, Inc. for building enclosure commissioning services for the Science Center at SAC as presented.

1.6 Approval of Consent Calendar (cont.)

4.9 Approval of Amendment to Agreement with Architecture 9 PLLLP for Architectural and Engineering Design Services for Information Technology Services (ITS) Copper Wire Project at Santa Ana College

The board approved the amendment to the agreement with Architecture 9 PLLLP for architectural and engineering design services for the ITS Copper Wire Project at SAC as presented.

4.10 Approval of Amendment to Agreement with Twining, Inc. for Materials Testing and Special Inspection Services for Science Center at Santa Ana College

The board approved the amendment to the agreement with Twining, Inc. for materials testing and special inspection services for the Science Center at SAC as presented.

4.11 Ratification of Change Order #2 for McCarthy Building Companies, Inc. for Construction Lease-Leaseback Services at Johnson Student Center at Santa Ana College

The board ratified change order #2 for McCarthy Building Companies, Inc. for construction lease-leaseback services at Johnson Student Center at SAC as presented.

4.12 Approval of Agreement with SVA Architects, Inc. for Architectural Design Services for Campus Entrance Improvements for Phase 2 Design Services at Santa Ana College

The board approved the agreement with SVA Architects, Inc. for architectural design services for the campus entrance improvements for phase 2 design services at SAC as presented.

4.13 Award of Bid #1389 for Barrier Removal for East Broadmoor Trail Project at Santiago Canyon College

The board awarded Bid #1389 for the barrier removal of East Broadmoor Trail Project at SCC as presented.

4.14 Acceptance of Donation of Vehicle

The board accepted the donation of a vehicle from Chapman University to SCC as presented.

4.15 Approval of Purchase Orders

The board approved the purchase order listing for the period September 20, 2020 through October 17, 2020, 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:

| | |
|---|--------------|
| - Data Science Tools Fiscal Agent (District) | \$10,500,000 |
| - Data Services Program Fiscal Agent (District) | \$ 1,443,000 |
| - Los Angeles and Orange County Regional Consortia (District) | \$ 370,000 |
| - Strong Workforce Program – Local Share (SAC & SCC) | \$ 2,677,883 |
| - Strong Workforce Program – Regional Share (District) | \$20,122,756 |
| - Student Support Services – Year 5 (SAC) | \$ 348,002 |
| - Wells Fargo Technical Assistance Program (District) | \$ 36,000 |
| - Workforce Innovation and Opportunity Act, Title II – Adult | \$ 2,481,497 |

5.2 Approval of First Amendment to Lease with St. Peter Evangelical Lutheran Church

The board approved the first amendment to the lease with St. Peter Evangelical Lutheran Church as presented.

1.7 Recognition of Faculty by Board of Trustees

The board recognized Ms. Corinna Evett for being selected as the 2020 Santiago Canyon College Distinguished Faculty Member.

1.8 Recognition of Student Veterans by Board of Trustees

The board recognized student veterans Mr. Pedro Aguilar, Santa Ana College, and Mr. Jose Rojas, Santiago Canyon College, for their military service, exemplary achievements and dedication to their country and the Rancho Santiago Community College District.

1.9 Recognition of Board President Claudia Alvarez

The board recognized Ms. Alvarez for her service as the 2019-2020 Board President and her eight years of service to the Rancho Santiago Community College District, and presented her with an engraved gavel.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

Mr. Marvin Martinez, Chancellor, provided a report to the board and expressed appreciation to Ms. Barrios for her 10 years of service 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:

Ms. Claire Lyle, Student Representative, Santa Ana College
Mr. Henry Gardner, Student President, Santiago Canyon College

2.5 Report from Classified Representative

Ms. Tanisha Burrus 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 expressed her appreciation for serving the board for 8 years.

2.8 Reports from Board Committee Chairpersons and Representatives of the Board

Mr. Hanna provided a report on the November 2, 2020, Board Facilities Committee meeting. Mr. Hanna requested that the November 5, 2020, memorandum from Mr. O'Connor regarding additional information and follow-up to the Board Facilities Committee member requests be attached to the minutes.

3.0 INSTRUCTION

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

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 4.1 through 4.3, and 4.5 through 4.15 were approved as part of Item 1.6 (Consent Calendar).

4.4 Approval of Amendment to Sponsorship Agreement with Bottling Group, LLC, a Delaware Limited Liability Company, and Its Affiliates and/or Their Respective Subsidiaries Collectively Comprising Pepsi Beverages Company

Ms. Alvarez expressed her intention to abstain from the vote on this item due to a potential conflict of interest and left the room at this time. It was moved by Ms. Barrios and seconded by Mr. Hernandez to approve the amendment to the sponsorship agreement with Bottling Group, LLC, a Delaware Limited Liability Company, and its affiliates and/or their respective subsidiaries collectively comprising Pepsi Beverages Company. Discussion ensued. The motion carried with the following vote: Aye – Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough; and a vote of abstention by Ms. Alvarez. Student Trustee Cuellar’s advisory vote was aye.

Ms. Alvarez returned to the room at this time.

5.0 GENERAL

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

5.3 Board of Trustees Express Interest in Board Officer Positions

The board president solicited expressions of interest from board members regarding service as president, vice president, and clerk, and committee assignments for 2020-2021. The following board members expressed interest in the following positions:
President – Mr. Phillip Yarbrough and Mr. Zeke Hernandez
Vice President – Mr. John Hanna and Mr. Zeke Hernandez
Clerk – Dr. Tina Arias Miller and Mr. Zeke Hernandez

Mr. Hernandez expressed interest in serving on the Board Facilities Committee, Board Legislative Committee, Board Policy Committee, and serving as representative to the Orange County Community College Legislative Task Force.

5.4 Review and Discussion of Self-Evaluation Responses from Community and Staff

The survey responses from community and staff were presented to the board for review and discussion. Discussion ensued. Mr. Hanna and Mr. Hernandez expressed appreciation for the responses from community and staff.

5.5 Board Member Comments

Mr. Cuellar wished everyone a safe Veteran's Day.

Mr. Hernandez reported on a number of virtual events in which he participated, as well as an ASG virtual event sponsored by Santa Ana College for post-election feedback.

Ms. Barrios expressed her appreciation for serving on the board for 10 years.

Mr. Yarbrough thanked Santiago Canyon College for hosting the board meeting and welcomed the newly-elected trustees to the board. Mr. Yarbrough commended Ms. Alvarez and Ms. Barrios for their service to the board.

Mr. Hanna commended Ms. Alvarez and Ms. Barrios for their leadership on the board and shared a bit of history on each one when they were newly-elected trustees.

5.5 Board Member Comments

Ms. Alvarez thanked everyone for their kind wishes. She congratulated and welcomed the newly-elected trustees. She expressed appreciation to SCC for hosting the board meeting and the Information Technology team for its assistance in transitioning to a virtual (Zoom) and in-person meeting in order to comply with COVID-19 guidelines.

RECESS TO CLOSED SESSION

The board convened into closed session at 7:31 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. Other Educational and Classified Administrators
(1) Chief, District Safety & Security
 - f. Professional Experts
 - g. Volunteers
 - h. Student Workers
2. Conference with Legal Counsel: Existing Litigation (pursuant to Government Code Section 54956.9[a])

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

3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Tracie Green, Vice Chancellor, Human Resources
Employee Organizations: Faculty Association of Rancho Santiago Community College District (FARSCCD)
California School Employees Association (CSEA), Chapter 579
California School Employees Association, Chapter 888
Continuing Education Faculty Association (CEFA)
Unrepresented Management Employees
4. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Tracie Green, Vice Chancellor, Human Resources
a. Chancellor Goals
5. Public Employee Performance Evaluation [pursuant to Government Code section 54957(b)(1)]
a. Chancellor
b. Vice Chancellor of Human Resources
c. Vice Chancellor Educational Services
6. Conference with Labor Negotiators (pursuant to Government Code section 54957.6)
Agency Negotiator: Claudia Alvarez, Board President and Marvin Martinez, Chancellor
Unrepresented Employees: Chancellor
Vice Chancellor of Human Resources
Vice Chancellor Educational Services

Mr. Cuellar left the meeting at this time.

RECONVENE

The board reconvened at 9:21 p.m.

Closed Session Report

Ms. Barrios reported the board discussed public employment, existing litigation, labor negotiations, chancellor goals, and performance evaluations; 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. Labrado 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 Appointment
- Approve Change of Assignments
- Approve Interim Assignment
- Approve Leave of Absences
- Approve Additional 2020/2021 Contract Extension Days
- Approve Beyond Contract/Overload Stipends
- Approve Part-time New Hires/Rehires
- Approve Non-paid Intern Service

6.2 Classified Personnel

It was moved by Mr. Yarbrough and seconded by Mr. Labrado 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 Professional Growth Increments
- Approve Out of Class Assignments
- Approve Changes in Salary Placement
- Approve Leaves of Absence
- Ratify Resignation/Retirement
- Approve Short-Term Assignments
- Approve Additional Hours for Ongoing Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Volunteers
- Approve Student Assistants

6.3 Public Disclosure of Collective Bargaining Agreement between the Rancho Santiago Community College District and Rancho Santiago Community District Continuing Education Faculty Association (CEFA)

It was moved by Mr. Labrado and seconded by Ms. Barrios to consider the proposed agreement between RSCCD and CEFA and did not recommend the adoption as presented. Discussion ensued. The motion carried not to adopt the collective bargaining agreement with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough.

6.4 Adoption of Resolution No. 20-21 for Conflict of Interest Code

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to adopt Resolution No. 20-21 for the Conflict of Interest Code as presented. Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough.

6.5 Oral Recommendation Regarding Proposed Changes to Salary and/or Fringe Benefits Pursuant to the Terms of his Employment Agreement (Marvin Martinez, Chancellor)

It was moved by Ms. Barrios and seconded by Ms. Alvarez to discuss and possibly approve changes to salary and/or fringe benefits of Marvin Martinez, Chancellor. Discussion ensued. The motion to approve a 1.75% increase in salary for Marvin Martinez, Chancellor, carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough.

6.6 Oral Recommendation Regarding Proposed Changes to Salary and/or Fringe Benefits Pursuant to the Terms of his Employment Agreement (Enrique Perez, Vice Chancellor Educational Services)

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to discuss and possibly approve changes to salary and/or fringe benefits of Enrique Perez, Vice Chancellor. Discussion ensued. The motion not to approve any changes to the salary and/or fringe benefits of Enrique Perez, Vice Chancellor, carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough.

6.7 Approval of Amendment to Rancho Santiago Community College District Agreement for Professional Services with AlvaradoSmith

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to approve the amendment to the Rancho Santiago Community College District agreement for professional services with AlvaradoSmith as presented. Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough.

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on December 14, 2020.

There being no further business, Ms. Alvarez declared the meeting adjourned at 9:27 p.m.

Respectfully submitted,

Marvin Martinez, Chancellor

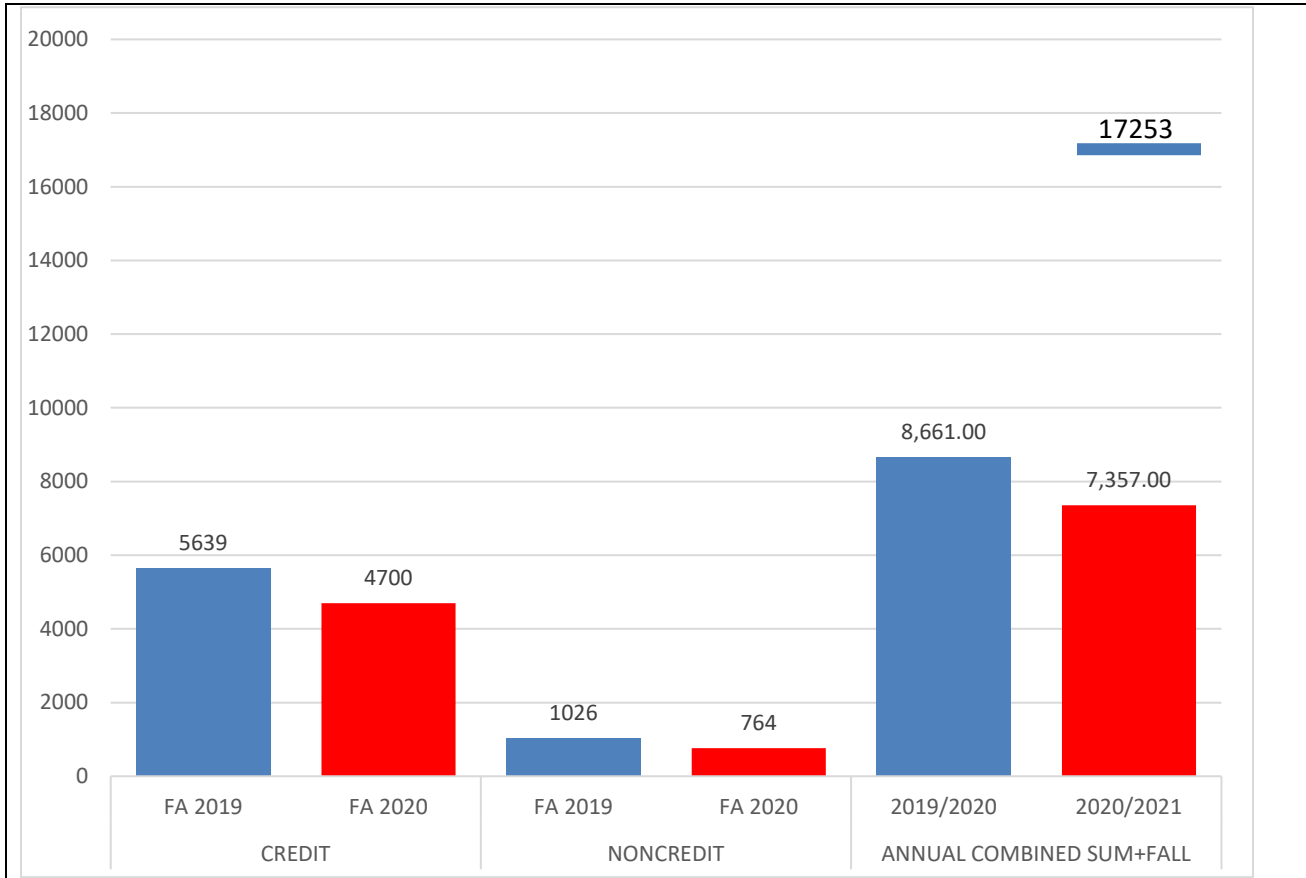
Approved: _____
Clerk of the Board

Minutes approved: December 14, 2020



SAC 2020/2021 Fall Enrollment Report

Date: 11/04/2020



FTES Target

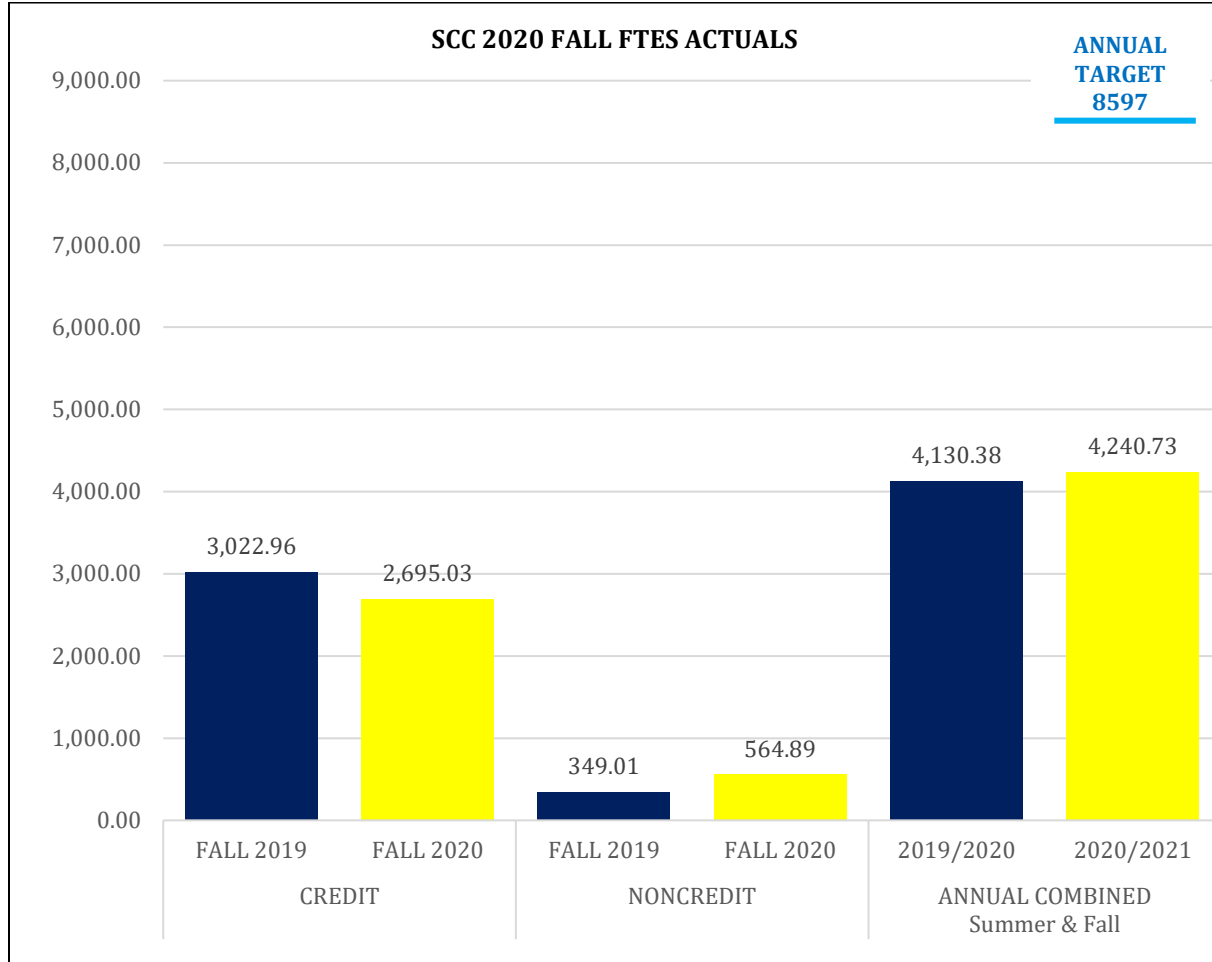
| Terms | 2020/2021 | DIFF | PCT |
|-------------------------|-----------|---------|------|
| Credit FA Target | 6561.00 | | |
| Credit FA Projection | 5700.00 | -861.00 | -15% |
| Noncredit FA Target | 1293.00 | | |
| Noncredit FA Projection | 1293.00 | 0.00 | 0% |
| Annual Target | 18114.00 | | |
| Annual Projection | 17253.00 | -861.00 | -5% |

NOTES:

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



SCC 2020/2021 ENROLLMENT REPORT
11/04/2020



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

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Enrollment

Credit

As of October 28, 2020, Santa Ana College Credit Enrollment is at 4687 FTES compared to last year at this time when we earned 5637 FTES. This represents a decline of 950 FTES. Santa Ana College is lowering our annual FTES projection by 861 FTES, which would represent a 5% decline below our annual target.

Enrollment has just begun for Intersession 2021 and we are finalizing our build of the Spring 2021 schedule. We are building a Spring schedule that will meet the needs of students by increasing the number of Online and Hybrid courses (with F2F and Remote interactions), continuing with Remote Live and Remote Blended and as many as 350 sections of F2F courses. This represents three times the number of F2F courses offered in the Fall 2020 term. As noted in the last Board report, we continue to explore the implementation of alternative technologies. The use of Owl cameras will allow us to have both on-campus students and those attending remotely together for their class meetings.



Noncredit

As of November 4, 2020 SAC-CEC was at 764 FTES and this is down 262 FTES compared to last year at a similar point in the term when SAC-CEC was at 1026 FTES. SAC-SCE is projecting to meet its target of 1,293 FTES, which represents 80% of the SAC-CEC total FTES earned for Fall 2019.

College Updates

On October 29th and November 4th I met with CSEA eBoard to discuss SAC's return to work plans under the current COVID-19 CDC guidelines and in alignment with the RSCCD guidelines. On November 4th I also met with SACMA, Santa Ana College Management Association to review the plans as well. I have scheduled monthly meetings with CSEA, SACMA and FARSCCD. My first meeting with FARSCCD president Mark Smith and Vice President Jim Isbell will be on November 17th and Academic Senate President Roy Shahbazian have been meeting every two weeks.

On November 16th I attended the CCCAA where the decision was announced to recommend Option #1 of the previous recommended contingency plan for the return of Athletics in a Spring 1 and Spring 2 competition. The decision of which sports will or will not compete will be a local decision and CCCAA

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will be sending out recommendations and establishing an opt in or opt out option deadline before the end of the calendar year.

Library

Nealley Library has put together a guide on the different virtual conference software available for free to all students. This resource is available to all students, faculty and staff who may be looking for a way to meet and work online. Their newsletter that was sent out to the campus community is attached for your reference.



News from Nealley
Library Virtual Group

Music

The Santa Ana College Choir held a virtual Halloween Concert titled "This is Halloween" on Friday, October 30th. This was a large effort over the semester with students compiling recordings to create the virtual performance, a total of 25 SAC students participated in the concert. A full press release with more details is attached for your reference.



EXTERNAL
MARKETING SAC Stu

On October 29, 2020, Santa Ana College celebrated a formalized partnership with Chapman University for the signing of the Chapman Transfer Admission Guarantee (or C-TAG) for Future Educators. The new C-TAG agreement is a specially designed pathway for future elementary and special education teachers and offers a seamless transfer experience from Santa Ana College. In an effort to further strengthen the academic ties between these two institutions, Chapman University's Integrated Educational Studies announced the financial support of five (5) full-time scholarships for the first cohort of incoming transfer students from Santa Ana College to Chapman University. Our sincere appreciation to Dr. Vaniethia Hubbard, Dr. Steve Bautista and Christina Romero for planning the event, along with their Chapman University colleagues.

The amazing Center for Teacher Education team has created a landing page with vanity URL - www.sac.edu/ctag, where students can learn more details, as well as complete the interest form.

Part of our Guided Pathways initiative requires an integrated, college wide approach to student success. This Fall, Santa Ana College launched the Starfish Student Success Platform for Early Alert. Within Starfish, faculty can communicate with students about their performance, acknowledge student success with kudos, raise flags or alerts for patterns of concern and make timely referrals to campus resources. Thanks to the flags and referrals that faculty have submitted with Starfish, over 1,500 students have been connected to support services and 3,377 students received kudos acknowledging their hard work this semester. This new tool is designed to scale our Guided Pathways initiative in a way that enables students to engage more effectively with the campus community and achieve their academic goals.

*The Santa Ana College Veterans Resource Center, in collaboration with the Santa Ana College Foundation, will be hosting a Virtual Town Hall Veterans Day Celebration on November 13, 2020 from **10:00 a.m. until 11:30 a.m.**, via Zoom. The goal of this program is to celebrate the success of our veterans and to continue to encourage current student veterans to pursue their education. Our keynote*

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speaker is Andrew Hanson, a Santa Ana College Alumni, who is now a successful attorney after attending Stanford and Harvard Law School. We will have a panel of alumni who have transferred to a four-year institution who will be sharing their experiences with our students on their transition from Santa Ana College to their current institution. This event is designed to help increase the number of students who transfer from Santa Ana College to a four-year institution. This event is made possible by our donors: AT&T, U.S. Bank, and Stanley W. Ekstrom Foundation. An event flyer is attached for your reference and as an invitation to join us at the forum.



VRC Virtual Forum
Invite[5].pdf

On November 5, 2020, Santa Ana College hosted the Measure Q Bond Oversight Committee Meeting at 6:00 p.m. in-person at the Cook Gym.

On November 20, 2020 I will kick off the monthly meeting series for both the "Cafecito with the President" at 8:30 a.m. and "Book Club" at 9:30 a.m. The Cafecito series is designed to give the SAC students, staff and faculty the opportunity to have an open dialogue with no agenda and for me to hear from them. The Book Club will be reading "How to be an Antiracist" by Ibram X. Kendi. Those who have signed up for the Book Club will receive a free copy of the book through the support of our Professional Development committee.

VIRTUAL CAFECITO
WITH INTERIM PRESIDENT MARILYN FLORES
FRIDAY, NOVEMBER 20, 2020 AT 8:30 A.M.
Join Dr. Flores for an informal coffee session... share, ask, enjoy!
Staff, faculty, and students are welcome to join.

[RSVP for this event here](#)

| | |
|---|---|
| CAFECITO • 8:30-9:30 A.M. | Book Club • 9:30-10:30 a.m. |
| Fri., November 20, 2020 Fri., December 18, 2020 Fri., February 19, 2021 Fri., March 19, 2021 | Fri., April 16, 2021 Fri., May 21, 2021 Fri., June 18, 2021 Fri., March 19, 2021 |

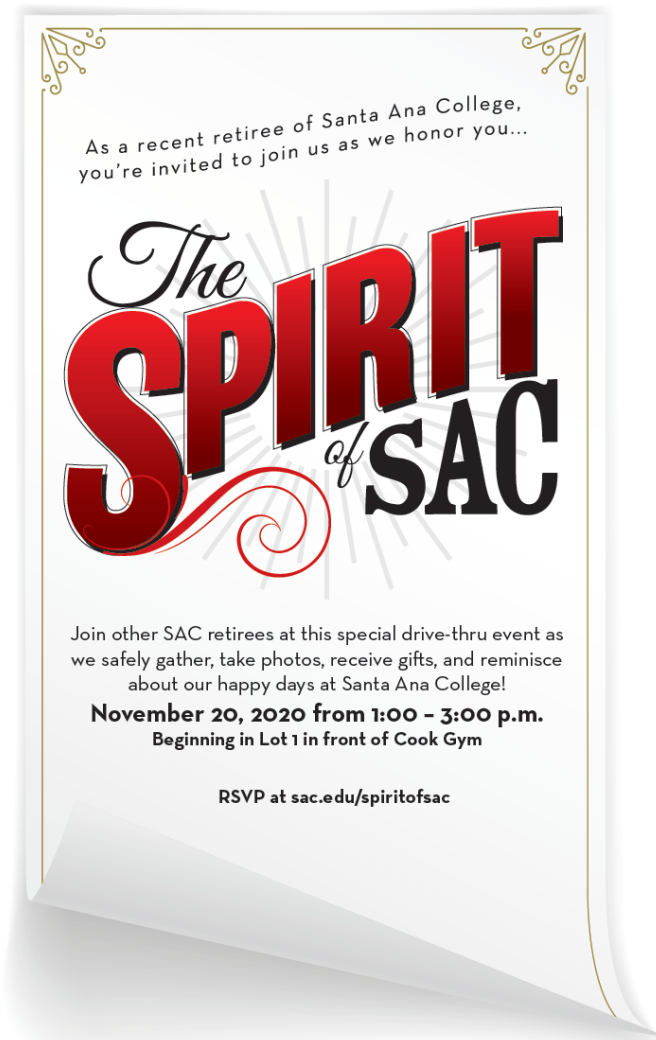
Virtual Book Club
WITH INTERIM PRESIDENT MARILYN FLORES
FRIDAY, NOVEMBER 20, 2020 AT 9:30 A.M.
Join Dr. Flores for a review and discussion of this month's featured book:
How to be an Anti-Racist
by Ibram X. Kendi, 2019 edition
Staff, faculty, and students are welcome to join.

[RSVP for this event here](#)

| | |
|---|---|
| CAFECITO • 8:30-9:30 A.M. | Book Club • 9:30-10:30 a.m. |
| Fri., November 20, 2020 Fri., December 18, 2020 Fri., February 19, 2021 Fri., March 19, 2021 | Fri., April 16, 2021 Fri., May 21, 2021 Fri., June 18, 2021 Fri., March 19, 2021 |

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To end our day on 20th, SAC will host, "The Spirit of SAC Retirement Drive-Thru Celebration" from 1:00-3:00 p.m. in-person at the SAC Campus. We hope that you will join us for this unique moment in time and show your spirit and gratitude to the many SAC and CEC Retirees for their years of service, dedication and excellence. In invitation has been sent out for the SAC family to join us on the sidelines of our parade or from their cars in the parking lot.



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 November 4, 2020 I, along with Fred Flores from Medica, were interviewed by the City of Santa Ana regarding the COVID-19 testing occurring at SAC. The interview focused on our current COVID testing partnership, updates on how Santa Ana College is addressing the pandemic and highlighted previous and upcoming partnerships such as blood drive, voter site and Dons food distribution.

At the invitation of SAUSD Superintendent Jerry Almendarez, I participated in the November 5, 2020 SAUSD District System Design Partnership (DSDP) Orientation meeting. The three-hour orientation included SAUSD leadership, members of their board, parents and community partners. This meeting is

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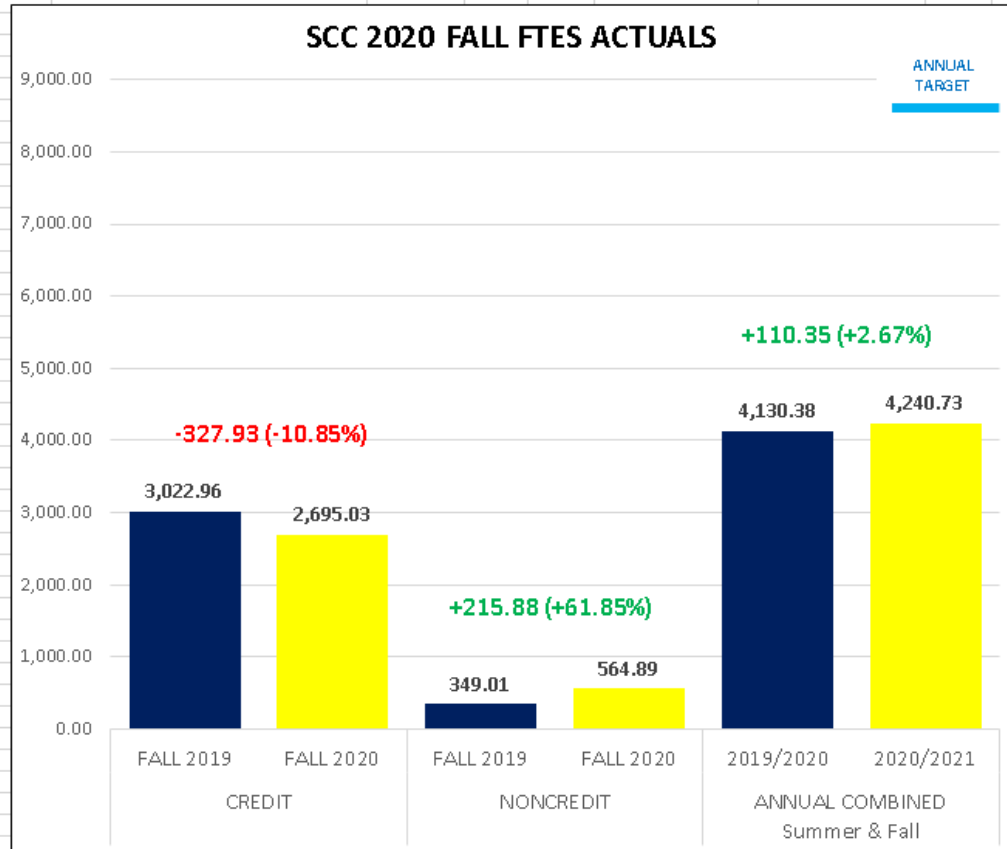
the first in a series of meetings which are part of a comprehensive process that will lead participants through sessions designed to study world-class educational programs, conduct analysis of their own systems and hold discussions about redesigning District systems to produce excellence and equity in our educational program. This is only the third time that the National Institute of School Leadership (NISL) has worked with a K-12 district in California and the first time they will translate all materials and sessions. As a stakeholder that has demonstrated dedication and commitment to the SAUSD student's success, we have been recommended as a participant in the process.

That concludes my report.

Santiago Canyon College President’s Report to the RSCCD Board of Trustees
November 9, 2020

SCC 2020/2021 ENROLLMENT REPORT

11/4/2020



Fall 2020 Enrollment:

Credit: As of November 4, 2020, our credit program was at **2,695 FTES** which is 328 FTES below the same point in time last year when we were at 3,022 FTES. This represents a decrease of 10.9%.

Noncredit: As of November 4, SCC-OEC was at **565 FTES** which is up 216 FTES compared to last year at a similar point in the term when SCC-OEC was at 349 FTES. This represents an increase of 61.9%. 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.

Annual Enrollment:

Overall, as of November 4, our combined summer and fall is 110 FTES above the same point in time last year and represents a growth of 2.7%. 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 will result in a decrease to overall gain as the semester progresses.

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

In credit, the FTES for late start fall 2020 classes is currently at 234.29 FTES compared to what we earned in fall 2019 which was 200.1 FTES. This represents an increase of 34.19 FTES, or 17%. In adult education, the enrollment in the new program with the OC Probation/Juvenile Department has increased to 232 students.

Spring Intersession:

For Spring Intersession, there is currently one class scheduled to meet in a 100% face-to-face format. Enrollment for Intersession began Monday, November 2 for continuing students and opened for new students today.

Spring 2020:

For Spring, there are currently 63 class sections, not including athletics, that are being scheduled to meet in some form of face-to-face instruction, 44 of which will be offered in a 100% face-to-face format. Registration for continuing students begins November 16 and will open for new students on December 8.

COLLEGE UPDATES

SILVERADO AND BLUE RIDGE FIRES

During the recent Silverado and Blue Ridge Fires, SCC provided the following assistance to the County:

- On Monday, October 26, 2020 Campus Safety assisted Orange County Emergency Management with establishing a staging area for the Large Animal Rescue Team (LART). Due to the brush fires in the area, LART needed a large area to stage several trucks and horse trailers for the evacuation of horses from Irvine Regional Park and private residences impacted by the fires. 50-60 vehicles responded to SCC lot #1 and were dispatched for transportation of animals to Los Alamitos. Campus Safety provided traffic control and access to campus amenities for the incident.
- On Tuesday, October 27, 2020 and Wednesday, October 28, 2020 the American Red Cross operated an evacuee resource center in SCC lot #1. Area residents impacted by the brush fires visited the resource center where they were provided with hotel and food vouchers. Campus Safety provided traffic control and a visible presence for the event.

COVID-19 TESTING

In collaboration with the OC Health Care Agency, SCC has finalized an agreement with 360 Clinic to offer free onsite COVID testing every Thursday from 10 am to 2 pm beginning Thursday, November 12. The testing will not be a drive-through testing as previously stated and instead will be on walk-in basis in the Gymnasium and by appointment only. The test will be available to students, employees, and the community.

Once listed on the website, appointments can be made at:

<https://360clinic.fulgentgenetics.com/appointment/screen/landing> and select Santiago Canyon College.

In addition, free testing is available at the Orange County Health Care Agency's super sites:

OC Fair and Event Center

88 Fair Dr. Costa Mesa, CA 92626

Days and Times: Fridays, 7am to 3pm

Anaheim Convention Center

800 W. Katella Ave, Anaheim, CA 92802

Days and Times: Tuesdays through Fridays, 12pm – 7pm, and Saturdays, 8am to 3pm

Registration for either of these sites is at www.360clinic.md under "Super Sites."

VOTING CENTER

The SCC Gymnasium served as a Voting Center from Friday, October 30 through Tuesday, November 3. There was a consistent flow of 12 to 15 voters throughout the 5 days period.

SCC CLASSIFIED HAWK'S OPEN FORUM

On Thursday, November 5, SCC President held an SCC Classified Hawk's Open Forum to address remaining concerns with staff about specific area/worksite plans. Prior to the forum, written area/worksite plans were prepared and agreed to between classified staff and management. Therefore, the open forum served as a venue to finalize general understanding and agreement that the plans incorporate all possible COVID-19 risk reducing measures. The open forum drew in over 70 attendees and the feedback from CSEA leadership about the plans and open forum has been positive.

ACADEMIC AFFAIRS

On October 24 and 25, the SCC Forensics Speech & Debate team competed in a virtual synchronous *October Surprise* tournament attended by 16 other community colleges and universities. SCC students competed in **Impromptu speaking** consisting of a 5-minute, off the cuff, speech on a random quotation with only 2-minutes of preparation time. SCC's very own **Laila Najem** won 1st place in novice impromptu speaking. Laila beat out over two-dozen competitors from College of the Canyons, Illinois College, Los Angeles Valley College, Moorpark College, Rio Hondo College, Saddleback College, Santa Monica College, and UC San Diego. Congratulations to Laila and to the SCC Forensics Speech & Debate Team. #GoHawks!

FIRST YEAR SUPPORT CENTER (FYSC)

The First Year Support Center, in collaboration with Undocu-Scholars at Santa Ana College, hosted a district wide Undocumented Student Action Week. Undocumented Student Action Week, October 19-23, 2020, is a system-wide campaign to advocate and provide support resources for RSCCD's undocumented student population. During the week, California's community colleges are encouraged to engage in advocacy and support efforts in solidarity with undocumented students throughout the state. SCC and SAC hosted a total of 13 events/workshops that students, faculty, staff, and the community attended to build solidarity and support across the district.

SANTA ANA COLLEGE **Santiago Canyon College**

UNDOCUMENTED STUDENT WEEK OF ACTION

OCTOBER 19-23, 2020

Undocumented Student Action Week, October 19-23, 2020, is a system-wide campaign to advocate and provide support resources for our undocumented student population. During the week, California's community colleges are encouraged to engage in advocacy and support efforts in solidarity with undocumented students throughout the state.

ZOOM ID: 993 3023 9963 UNLESS OTHERWISE SPECIFIED WITH A LINK BELOW THE WORKSHOP TITLE

MONDAY, OCTOBER 19TH

- Undocumented Solidarity Campaign by RSCCD Employees and students
 - Follow Santa Ana College, #UndocumentedStudentWeekofAction, and #CCforUndocu on Instagram to participate
- 2:00-3:00pm | DREAMer's Narrative - Korean Resource Center (KRC)
<https://cccconfer.zoom.us/meeting/register/LJAqcCorDkJH90IgpPx9hgAd8n9BwmBFFio>
- 3-4:30pm | Esperanza Centrada: Undocumented Chicana/Latina Pedagogies of Resistance
 - Dr. Linsey Perez-Huber - Zoom ID: 993 3023 9963

TUESDAY, OCTOBER 20TH

- 12-1pm | Undocu-Hustle: How to Generate Income through Contracting or Business Start-up Opportunities
- 2-3pm | Building Resilience & Self-Care Psychological Services
- 2-3pm | Undocu-Leadership: Setting Yourself up for Success by Building Community & Professional Skills
- 4-6pm | Paying for College: DREAM Act Application Workshop

WEDNESDAY, OCTOBER 21ST

- 11am-12pm | Undocumented Experiences at UCI - UCI Dream Center
<https://cccconfer.zoom.us/meeting/register/LJAKc-uoTgJE9UutMJ-UZzOF0cH8Zr9gPzi>
- 1-2pm | Virtual Healing Circle led by Santa Ana College Psychological Services
- 2-3pm | Cups and Conversation: Undocumented Student Edition

THURSDAY, OCTOBER 22ND

- 12-1pm | ASG Music Lounge: AMPlify
Streaming at <https://www.twitch.tv/deejayroshhh>
- 1:30-3pm | Undocumented Crossings: UndocuBlack & UndocuQueer Conversation
<https://cccconfer.zoom.us/meeting/register/LJEKceusz0iE9Tcg7fU4oArvPxiFEI9NqyG>
- 2-3pm | What's Next After Community College? Transferring & Workforce Opportunities
<https://tinyurl.com/CCCUndocuWeekofAction>
- 2-3:30pm | Undocumented Experience (Cultural Conversation Series)
sac.edu/studentlife

FRIDAY, OCTOBER 23RD

- 9-11:30am | Ally Training Part 2 (Part 1 Friday, October 16th)
<https://tinyurl.com/RSVPAllyTraining>
- 12-2pm | Book Club *The Undocumented Americans* by Karla Cornejo Villavicencio with Yosimar Reyes

Questions? Please contact Liset Llerenas or Maribel Pineda on the Undocu-Scholars Program at undocuscholars@sac.edu or (714) 564-6165

SPONSORED BY:

Santiago Canyon College **SANTA ANA COLLEGE** **UNDUCU-SCHOLARS** **California Community Colleges** **Support Undocumented Students** **AMERICAN STUDENT UNION**

Below are examples of the valuable activities and workshops that took place throughout the week:

- The Korean Resource Center, a non-profit community organization empowering low-income immigrants, Asian American and Pacific Islanders, and people of color communities in Southern California, hosted a workshop on the DREAMer's Narrative. Kevin Jang and Zaide Hernandez lead a critical discussion on how the DREAMer's Narrative continues to shape undocumented communities and experiences.

- Dr. Lindsay Perez Huber, an Associate Professor in the Social and Cultural Analysis of Education (SCAE) master's program in the College of Education at California State University, Long Beach, lead a critical discussion on undocumented Chicana/Latina Pedagogies of Resistance. Participants were able to hear first-hand undocumented pedagogies of resistance through a student panel from both college campuses.
- Participants in the Undocumented Student Action Week also had an opportunity to hear stories from two entrepreneurs, Celia Serrato and Bo Thai, who lead a critical conversation about independent contracting (also called consulting or freelancing) while providing some tips on establishing a formal business.
- SCC and SAC hosted two mental health events in collaboration with SCC's Student Health and Wellness Services and SAC's Psychological Services. Both events provided students and the community with resources while providing language and exercises participants can utilize during stressful moments while building resilience.
- In collaboration with the DREAM Center at UC Irvine, students and participants learned about the resources UCI has to offer undocumented students. Furthermore, participants could hear personal narratives of current undocumented students at UCI and their journey to UCI as transfer students.
- United Students for Equal Education, an SCC student organization that seeks to provide a welcoming and inclusive environment regardless of immigration status, hosted Cups and Conversation: Undocumented Student Edition for an opportunity to build community through storytelling, narrative, and dialogue.
- The FYSC hosted a workshop addressing the undocumented student population's intersectionality by highlighting [Undocuqueer](#) and [UndocuBlack](#) voices that tend to be ignored or erased from the movement. The workshop was an opportunity to engage in a dialogue that went past the DREAMer's narrative and a Latinx centric narrative.

INTERNATIONAL STUDENTS

On October 23rd and 24th, the SCC International Student Office participated as an exhibitor at a virtual educational fair held in Brazil that drew in over 5,500 visitors. The SCC booth was managed by two international students, a SCC alumni student from Brazil, and staff. In addition, in collaboration with the SCC Business & Career Education Division, two SCC Career Coaches conducted a virtual presentation "Aligning your Image with Business and Career Education Programs" that was attended by over 50 persons. The SCC booth featured videos of the SCC campus, SCC programs, a virtual campus tour, and other marketing material. The booth had many visitors resulting in staff collecting over 170 student leads.

PATHWAYS TO TEACHING PROGRAM (PTTP)

On October 29, PTTP held a Hiring Day with the company *College Nannies, Sitters and Tutors*. Students had the opportunity to join in through zoom to learn more about the company and employment opportunities. Some students were interviewed and hired on the spot.

PRESIDENT'S OUTREACH TO COMMUNITY

- On Wednesday, October 28, SCC Interim President met 1-1, via zoom, with Villa Park Mayor Pro Tem Crystal Miles.
- On Thursday, October 29, SCC Interim President participated in an Orange Unified School District Pledge meeting, a partnership among SCC, OUSD, CSU Fullerton, and UC Irvine.
- On Saturday, November 7, SCC Interim President reported to Handy Park at 7 am as a volunteer to install Flags for the Annual Field of Valor Event coordinated by the Community Foundation of Orange. Unfortunately, the incimate weather inhibited the ability to complete all of the day's tasks. Also volunteering from SCC were Dean Joanne Armstrong, Assistant Dean Starr Avedesian, and Facilities Manager Chuck Wales.



Pictured above, from left to right, Dean Joanne Armstrong, and Interim President Jose Vargas.

- Also on Saturday, November 7, SCC Interim President visited Orange High School for a tour of the new state of the art Science Technology, Engineering, and Mathematics building and the renovated Little Theatre conducted by Principal Dennis McCuistion. The tour was very informative and worthwhile. Kudos to OUSD and Orange HS! RSCCD Trustee Arianna Barrios was also at the High School and provide an opportunity to say hello and congratulate her for being elected as a new City of Orange Councilmember.

UPCOMING EVENTS

- **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
Office of the Vice Chancellor of Business Operations/Fiscal Services

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

Date: November 5, 2020

To: Marvin Martinez

From: Adam O'Connor, Interim Vice Chancellor of Business Operations/Fiscal Services
Carri Matsumoto, Assistant Vice Chancellor of Facility Planning,
District Construction & Support Services

Subject: Additional Information and Follow-Up to Board Facilities Committee
Member Requests

2.7 Ratification of Change Order #2 for McCarthy Building Companies, Inc. for Construction Lease-Leaseback Services at Johnson Student Center at Santa Ana College

The committee reviewed the ratification of Change Order #2 for McCarthy Building Companies, Inc. for construction lease-leaseback services at Johnson Student Center. Trustee Hanna advised that he was going to pull this item from the consent calendar and asked Ms. Carri Matsumoto to be prepared to address at the board meeting the inquiry as to why, despite having a contracted expert (architect), we are encountering design issues.

The change order involves two main components: a) a compensable extension of time for 121 calendar days as a result of a conflict with a horizontal steel tube conflicting with the framing of the interior shaft in elevator tower #2 that impacted the second floor metal panel work from proceeding as intended in the construction schedule; b) unforeseen underground condition costs.

This conflict was presented as a request for information (RFI) from the contractor which requires the architect to clarify the design and is the contractual method to address how questions are managed through the course of construction. The District is **not** pleased with this situation and the amount of time it took to resolve the issue but recognizes there is no perfect 100% drawn plan produced by any architect. Every project during construction has questions that arise from the contractor to the architect that require clarifications in spite of every best efforts undertaken by the design professionals during the course of design to review and advance the coordination of their plans. On every project, conflicts occur when two dimensional plans transition into a three dimensional reality in construction. There are inevitable questions that need resolution. Some RFIs are easily answered and others are more complicated to address. Unfortunately, in this

case, the conflict was complicated for the architect to address as some of the components involved that needed to be reviewed in the elevator included the west wall shaft framing, the second floor wall connections at the shaft, and fire rating conditions that had to be met.

First, in regards to the architect's performance and responsibility, the District has stipulated contractual requirements and safeguards in our architectural agreement that require the architect to be responsible for costs the District incurs arising from the architect's errors or omissions that in the aggregate exceed a certain percent of the contractor's cost for the value of construction. The District tracks errors and omissions on the project and it is an on-going review until the conclusion of the project. To the extent the architect's aggregate threshold exceeds what is stipulated in our contract, the architect may be contractually responsible for the overage and costs incurred by the District as a result of errors and omissions. This is a contractual recourse the District can utilize to remedy costs incurred, if deemed necessary after further consultation with legal counsel and if in review of the magnitude of errors and omissions the District finds that it exceeds the percent threshold stipulated in the contract.

Second, it is also important to understand how RFI issues are managed when they arise, as they inevitably do, and the course of action taken to address the situation. When the RFI is submitted by the contractor, it is thoroughly reviewed and the architect is required to respond. In this case, the contractor, its subs, the design team, our DSA inspector, and construction manager worked collaboratively on discussions around the design solution for this elevator tower #2 conflict because of the work impacted and required for the coordination of 8-9 subcontractors/trades by the contractor. The solution provided by the architect then required DSA approval. Upon receipt of DSA approval, the contractor was able to commence with construction activities to not cause further delay and the parties had pre-coordinated the solution in anticipation of the plan being approved by DSA. When changes are made during the course of construction, some of those changes like this one (because it involved structural and fire rating in the elevator shaft), require DSA approval which also adds time to the overall schedule.

Third, it is important to evaluate if there is truly an impact to the overall project schedule for completion that requires an extension of time. In this case, the elevator tower #2 conflict impacted the overall completion schedule for the contractor because this activity is on the critical path in order for the project to complete. This means that one activity is related to the next by sequence and must occur in that fashion. The conflict on the elevator tower #2 had to be resolved in order for construction activities on the second floor to commence.

The second floor work that was delayed and followed in sequence after the elevator tower #2 work, was the exterior metal panel work. The second floor exterior metal panels required field measurements so that the panels could then be ordered from the manufacturer. Because field measurements could not proceed timely, this resulted in delay to the overall completion schedule to no fault of the contractor. In other cases, if there is a delay in certain activities, it may not always impact the completion of the schedule and time is not lost, because the construction activity is not related or tied to the critical path activity to complete the project.

Given the totality of the circumstances and facts, the District does not dispute the merit of this change order in spite of our displeasure with having a delay and the conflict that needed to be addressed by the architect. We have reviewed the costs for the change order request and they are

aligned with our contract terms for the contractor's agreement and within industry standards. It is recommended that the Change Order be approved as the work had to commence and the contractor had to proceed to not cause delay as per the terms of our contract. In the event the Change Order is not approved, there will likely be a claim submitted by the contractor and work will be further delayed on the project.

2.8 Approval of Agreement with SVA Architects, Inc. for Architectural Design Services for Campus Entrance Improvements for Phase 2 Design Services at Santa Ana College The committee reviewed the agreement with SVA Architects, Inc. for architectural services for campus entrance improves for Phase 2 architectural design services at SAC.

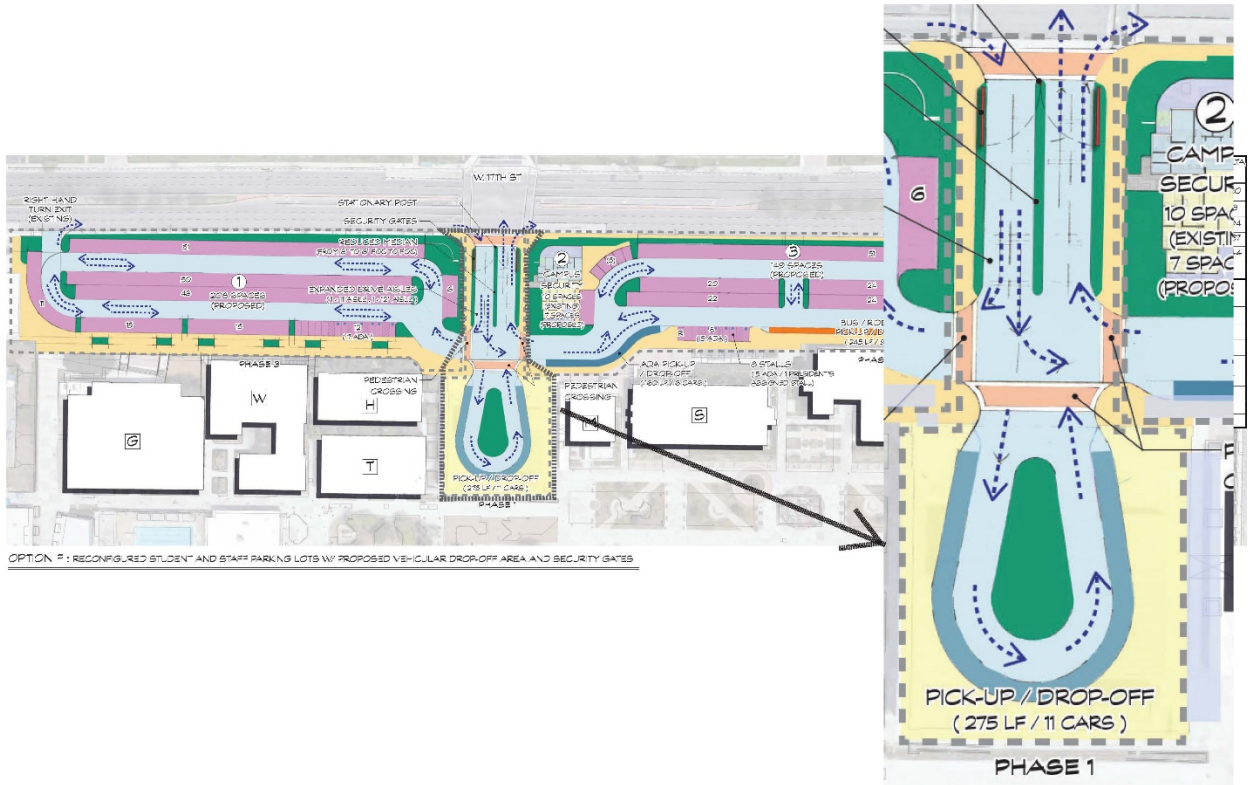
Trustee Hanna asked that information be added to this item from Campus Safety to support the need for the campus entrance improvements (i.e. data showing traffic congestion, potential risks and hazards, etc.).

Trustee Labrado asked that the rendering of design be included.

The following information from Campus Safety was added to the Board Summary Analysis along with the attached graphic that illustrates the first phase of the project (see attached). The College requested that if insufficient funding is currently not available at this time, the intent is to proceed with design services only so that the College is in a position to proceed with this first stage of the work when funding becomes available, recognizing that it takes over a year and a half to design the project and retain the appropriate Division of State Architect approval.

Furthermore, Campus Safety advises this project will help improve current campus conditions and create a safer environment for drop off, vehicles and pedestrians. Santa Ana Unified School District (SAUSD) delivers and picks up over 100 adult transition students in large vans and small buses two times a day Mondays thru Fridays. These transition program students are comprised of dual enrolled SAC students. Many of these students have substantial mobility impairments. The arrival and departure times occur at the same times. SAUSD also has a high school on the SAC campus with over 200 staff and students attending daily. Most of these students are dropped off each day by family/carpool which further impacts the front entrance existing drop off area that gets extremely congested with vehicles. Students visiting the Planetarium also utilize this front entrance to drop off students. There are many concurrent and competing vehicle drop-offs at the front entrance that contributes to congestion.

This improvement at the front entrance would provide a longer looped drop-off driveway in order to reduce the vehicle congestion and create a safer condition than what exists currently. The District's traffic consultant, LSA Associates worked with the architect and the College Work Group to review and develop the various design options to best alleviate the congestion problem and conflicts with drop-offs, vehicle movements, and pedestrian access. The proposed improvement will also allow Campus Safety the ability to close the main entrance of campus during campus closures or emergencies with the addition of gates. Campus Safety is in full support of these improvements as the campus needs to expand and improve its accessibility compliant drop-off areas to ensure better traffic flow and mitigate potential traffic collisions.



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)
Board of Trustees (Special meeting)
via Zoom and Limited In-Person Attendance
Santa Ana College
1530 W. 17th Street, Large Gym (Room G-105)
Santa Ana, CA 92706

Monday, November 16, 2020

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The limited in-person and Zoom meeting was called to order at 4:39 p.m. by Ms. Claudia Alvarez. Those participating in-person included Ms. Alvarez, Mr. John Hanna, Mr. Phillip Yarbrough, and Mr. Mariano Cuellar; those participating via video/teleconference included Ms. Arianna Barrios and Mr. Larry Labrado via video/teleconference (Zoom) pursuant to Governor Newsom's Executive Order N-29-20. Mr. Zeke Hernandez was not present due to illness.

Administrators present in-person included Ms. Tracie Green, Dr. Marilyn Flores, Mr. Marvin Martinez, Mr. Adam O'Connor, Mr. Enrique Perez, Mr. Jose Vargas, and Ms. Anita Lucarelli was present as record keeper.

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mr. 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

There were no public comments.

2.0 GENERAL

2.1 Nomination of Phillip Yarbrough to Association of Community College Trustees (ACCT) Public Policy and Advocacy Committee

It was moved by Mr. Hanna and seconded by Ms. Barrios to approve a letter of nomination for Mr. Yarbrough to serve on ACCT's Public Policy and Advocacy committee during the 2021 and 2022 calendar years. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, and Mr. Yarbrough. Student Trustee Cuellar's advisory vote was aye.

RECESS TO CLOSED SESSION

The board convened into closed session at 4:43 p.m. to consider the following items:

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

RECONVENE

The board reconvened at 5:29 p.m.

Closed Session Report

Ms. Barrios reported the board discussed anticipated/potential litigation and took no action during closed session

Public Comment

There were no public comments.

3.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on December 14, 2020.

There being no further business, Ms. Alvarez declared the meeting adjourned at 5:30 p.m.

Respectfully submitted,

Marvin Martinez, Chancellor

Approved: _____
Clerk of the Board

Minutes Approved: December 14, 2020

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
(Office of the Chancellor)

| | |
|----------------------------|-------------------------|
| To: Board of Trustees | Date: December 14, 2020 |
| Re: Board Organization | |
| Action: Request for Action | |

BACKGROUND

Board Policy 2305 requires that the Board take specific actions at its annual organizational meeting.

ANALYSIS

Per Board Policy 2305, the Board shall:

- a) Elect the Board Officers (President, Vice President, and Clerk) for the 2020-2021 year
- b) Designate Secretary and Assistant Secretary to the board
- c) Appoint members and chairs of board committees:
 - Facilities Committee
 - Fiscal and Audit Review Committee
 - Institutional Effectiveness Committee
 - Legislative Committee
 - Policy Committee

Appoint members/representatives of committees:

- Representative to the RSCCD Foundation
- Representative to the Orange County Community College Legislative Task Force
- Representative to the Orange County School Boards Association
- Representative to the Nominating Committee on School District Organization
- d) Adopt a schedule of meeting dates for 2021 (attached)
- e) Reaffirm Board Policy 2200 – Board Duties and Responsibilities (attached)
- f) Reaffirm Board Policy 2715 - Code of Ethics/Standards of Practice (attached)
- g) Reaffirm Board Policy 2735 – Board Member Travel (attached)
- h) Reaffirm Board Policy 6320 - Investments (attached)
- g) Designate specific days, weeks or months of observance, which relate to the educational mission of the district

RECOMMENDATION

It is recommended that the Board take action on those items listed above.

| | |
|---|-------------------------------|
| Fiscal Impact: None | Board Date: December 14, 2020 |
| Prepared and Submitted by: Maria Madrigal, Interim Executive Assistant to the RSCCD Board of Trustees | |
| Recommended by: Marvin Martinez, Chancellor | |

Rancho Santiago Community College District
BOARD POLICY
Chapter 2
Board of Trustees

BP 2305 Annual Organizational Meeting

Reference:

Education Code Section 72000(c)(2)(A)

The following tasks shall be listed under Board Organization and included on the agenda of the Board's annual organizational meeting to be held in December each year:

- Election of Board officers
- Designation of secretary & assistant secretary
- Schedule of regular meeting dates and locations for the following year, including: Board Self-Evaluation (BP2745), Evaluation of the Chancellor (BP2435), Brown Act and Ethics Presentations, Review of District and College Foundations, and Preliminary Audit Discussion
- Authorization of signatures
- Appointment of trustees to committees by Board President
- Reaffirmation of Board Policy 2200 (Board Duties and Responsibilities)
- Reaffirmation of Board Policy 2735 (Board Member Travel)
- Reaffirmation of Board Policy 2715 (Code of Ethics/Standards of Practice)
- Reaffirmation of Board Policy 6320 (Investments)
- Designation of specific days, weeks or months of observance, which relate to the educational mission of the district

At the annual organizational meeting, the Board President shall solicit expressions of interest from members of the Board, or any newly elected members of the Board, regarding service as President, Vice President or Clerk of the Board, as well as any committee assignments.

Revised: March 14, 2016 (Previously BP9013)

Proposed Board Meetings – 2021

In following the guidelines that the board is to meet on the 2nd and 4th Mondays of the month (except for those months that the board meets once a month), I am proposing the following dates for 2021:

January 11

February 8, 22

March 8, 22

April 12, 26

May 10, 24

June 14 (Chancellor's Evaluation by the Board)

July 12

August 9

September 13, 27

October 11 (SAC), 25 (SCC)

November 8

December 13 (annual self-evaluation meeting, Preliminary Audit Discussion, & regular meeting)

For your information:

January 18, 2021 HOLIDAY - Martin Luther King Day

January 24-25, 2021 - CCLC Annual Legislative Conference (Virtual)

February 7-10, 2021 - ACCT National Legislative Summit (Virtual)

February 15, 2021 – HOLIDAY - President's Day

May 3, 2020 – SAC Golf Tournament

May 31, 2021 – HOLIDAY - Memorial Day

Rancho Santiago Community College District
BOARD POLICY
Chapter 2
Board of Trustees

BP 2200 Board Duties and Responsibilities

Reference:

ACCJC Accreditation Standard IV (formerly IV.B.1.d)

The Board of Trustees governs on behalf of the citizens of the District in accordance with the authority granted and duties defined in Education Code Section 70902.

The Board is committed to fulfilling its responsibilities to:

- Represent the public interest
- Establish policies that define the institutional mission and set prudent, ethical and legal standards for college operations
- Hire and evaluate the Chancellor
- Delegate power and authority to the Chancellor to effectively lead the District except the board shall not delegate any power that is expressly made non-delegable by statute.
- Assure fiscal health and stability
- Monitor institutional performance and educational quality
- Advocate and protect the District

Revised: October 8, 2012 (Previously BP9000)

References Updated: March 16, 2015

Reaffirmed: December 12, 2016

Reaffirmed: December 4, 2017

Reaffirmed: December 10, 2018

Reaffirmed: December 9, 2019

Rancho Santiago Community College District
BOARD POLICY
Chapter 2
Board of Trustees

BP 2715 Code of Ethics/Standards of Practice

References:

ACCJC Accreditation Standard IV.C.11 (formerly IV.B.1.a, e, & h)
Government Code Section 54956.3

All Rancho Santiago Community College District board members, including the student trustee, are committed to maintaining the highest standards of conduct and ethical behavior. The Board believes in promoting trust, confidence, and integrity in the working relationship between Trustees, administrators, faculty and staff. The Board and its individual Trustees are committed to the following:

- In all decisions the Board will consider the educational welfare and equality of opportunity of all students in the District.
- Trustees are elected to represent the interests and serve the needs of the entire District and to promote the mission of Rancho Santiago Community College District.
- Trustees are non-partisan elected officials and will always put District and college priorities before their own political or personal priorities.
- Trustees hold a public trust that requires and will ensure that their actions avoid conflicts of interest and any appearance of impropriety, including adherence to Board Policy 3821 Gift Ban Policy.
- Trustees will speak on behalf of the Board only when granted such authority by a majority of the Board.
- Trustees shall be respectful of others in any discussions related to the District and colleges.
- Trustees clearly articulate to the Chancellor the Board's expectations, will support the work and efforts of the Chancellor, and keep the Chancellor informed of matters related to the District and colleges.
- Trustees shall not disclose confidential information acquired in closed session or in confidential communications with the Chancellor and shall adhere to Board Policy 2315 and Government Code Section 54963.
- Trustees will uphold the letter and spirit of the Ralph M. Brown Act and make all official decisions and actions of the Board of Trustees in open and public meetings.
- Trustees will remain informed about the District, educational issues, and responsibilities of trusteeship, and will work in the best interest of the entire District.

The President of the Board, in consultation with the Chancellor, is authorized to consult with legal counsel when they become aware of or are informed about actual or perceived violations of pertinent laws and regulations, including but not limited to conflict of interest, open and public meetings, breach of confidentiality of closed session information, and use of public resources.

Violations of law may be referred to the District Attorney or Attorney General as provided for in law.

Violations of the board's policy code of ethics will be addressed by the President of the Board, who will first discuss the violation with the Trustee to reach a resolution. If resolution is not achieved and further action is deemed necessary, the President may appoint an ad hoc committee to examine the matter and recommend further courses of action to the Board. Sanctions will be determined by the Board officers and may include a recommendation to the Board to censure of the Trustee, remove the Trustee from a Board officer position or from Board committee assignments. If the President of the Board is perceived to have violated the code, the vice president of the Board is authorized to pursue resolution.

Revised: April 25, 2016 (Previously BP9002)
References Updated: March 16, 2015
Revised: October 24, 2016
Reaffirmed: December 12, 2016
Reaffirmed: December 4, 2017
Reaffirmed: December 10, 2018
Reaffirmed: December 9, 2019

Rancho Santiago Community College District
BOARD POLICY
Chapter 2
Board of Trustees

BP 2735 Board Member Travel

Reference:

Education Code Section 72423

Members of the Board shall have travel expenses reimbursed whenever they travel as representatives of and perform services directed by the Board. Such board travel and reimbursement for travel by Board members outside of the district boundaries must receive prior approval from the Board of Trustees. The Executive Committee of the Board of Trustees, in consultation with the Chancellor, may provide prior authorization for such travel when needed, pending full Board approval. Standard district travel procedures and rates will be used for reimbursement.

The Board President, in conjunction with the Chancellor, will prepare a list of conferences and legislative executive visits that Board members may wish to attend or will assist Board members in their continuing education and fulfillment toward the mission of the district. The Chancellor, in consultation with the Board President, shall prepare a budget for board travel.

The timely registration for conferences is required.

The district shall not pay for lodging that exceeds the published standard single occupancy room rate for conferences.

See Administrative Regulations (AR 7400)

Revised: October 8, 2012 (Previously BP9011)
Revised: October 24, 2016
Reaffirmed: December 12, 2016
Reaffirmed: December 4, 2017
Reaffirmed: December 10, 2018
Revised: February 25, 2019
Reaffirmed: December 9, 2019

Rancho Santiago Community College District
BOARD POLICY
Chapter 6
Business and Fiscal Affairs

BP 6320 Investments

Reference(s):

Government Code Sections 53600 et seq.

The Governing Board authorizes the Chancellor, or designee, to invest monies not required for the immediate necessities of the district in accordance with existing law. Funds are to be invested in a manner which will provide the maximum security of principal.

- Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital.
- The investments shall remain sufficiently liquid to meet all operating obligations of the district.
- The investments shall be done with the objective of attaining a market rate of return, taking into account risks and liquidity needs.

Investments shall be made with judgment and care, which persons of prudence, discretion and intelligence would exercise for the safety of capital and reasonable income.

The Vice Chancellor of Business and Fiscal Services shall develop and maintain written administrative procedures for the operation of the investment program which are consistent with this investment policy.

Administrators and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment activity or which could impair their ability to make impartial investment decisions.

Revised: September 9, 2013 (Previously BP3211)

Reaffirmed: December 12, 2016

Reaffirmed: December 4, 2017

Reaffirmed: December 10, 2018

Reaffirmed: December 9, 2019

| 2021 Designation of Specific Days, Weeks or Months of Observance, Which Relate to the Educational Mission of the District | |
|--|---------------------------------------|
| Occasion | Date |
| American Indian Heritage Month | November |
| Anaheim Chamber of Commerce Honoring of Individuals/Businesses who have served the RSCCD community | TBD |
| Asian-Pacific Islander Month | May |
| Black History Month | February |
| California Coastal Cleanup Day | 3rd Sat. of September |
| City of Anaheim | TBD |
| City of Garden Grove | TBD |
| City of Irvine | TBD |
| City of Orange | TBD |
| City of Santa Ana | TBD |
| City of Tustin | TBD |
| City of Villa Park | TBD |
| Classified Appreciation Week | May |
| Community College Month | April |
| Constitution Day/Citizenship Day | September 17 |
| Constitution Week | September 17-23 |
| Garden Grove Chamber of Commerce Honoring of Individuals/Businesses who have served the RSCCD community | TBD |
| Hispanic Heritage Month | September 15-October 15 |
| Holocaust Remembrance Day | January 27 (US); April 20 (Israel) |
| Immigrant Heritage Month | June |
| Irish American Heritage Month | March |
| Irvine Chamber of Commerce Honoring of Individuals/Businesses who have served the RSCCD community | TBD |
| Lesbian, Gay, Bisexual, & Transgender History Month | June |
| National Public Health Week | April |
| Nurses Recognition Week | May |
| Orange Chamber of Commerce Honoring of Individuals/Businesses who have served the RSCCD community | TBD |
| National Hispanic Women Business Association (NHWBA) Business Women of the Year | May |

| 2021 Designation of Specific Days, Weeks or Months of Observance, Which Relate to the Educational Mission of the District | |
|--|-------------------------|
| Occasion | Date |
| Orange County Labor Federation Solidarity Day Honoring of Individuals/Businesses/Unions | April |
| Peace Officer Memorial Day | May |
| POW/MIA Recognition Day | 3rd Friday in September |
| Recognition/honoring individuals who have served the RSCCD community | TBD |
| Santa Ana Chamber of Commerce Honoring of Individuals/Businesses who have served the RSCCD community | TBD |
| Small Business Week | April |
| Teacher Appreciation Week | May |
| Teacher of the Year | September/October |
| Tustin Chamber of Commerce Honoring of Individuals/Businesses who have served the RSCCD community | TBD |
| Undocumented Students Action Week | October |
| Veterans Appreciation Week | November |
| Villa Park Chamber of Commerce Honoring of Individuals/Businesses who have served the RSCCD community | TBD |

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Student Services

| | | |
|---------|--|-------------------------|
| To: | Board of Trustees | Date: December 14, 2020 |
| Re: | Approval of Rancho Santiago Community College District International Student Recruitment Agreement with Bright Can-Achieve Limited | |
| Action: | Request for Approval | |

BACKGROUND

According to an American Council of Education report, since 2016 the percentage of schools using international student recruiting agents in the United States has increased from 11 percent to 30 percent. Using international student recruiting agents is one strategy of many and should be used as part of a whole recruitment plan, including traditional recruitment, local English schools, and social media. International student agents are an important part of a recruiting strategy for a strong and diverse international student body.

ANALYSIS

Santa Ana College seeks to provide a more supportive and comprehensive experience for prospective students. Having an international student recruitment agent with permanent presence in-country and knowledge of the culture, primary educational structure and language contributes significantly to a more supportive experience. International student recruitment agents have knowledge of the local markets to help make international student recruiting more cost effective and less resource intensive, which in turn has the potential to boost international student enrollment to Santa Ana College. This Agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party.

RECOMMENDATION

It is recommended the Board of Trustees approve the Rancho Santiago Community College District International Student Recruitment Agreement with Bright Can-Achieve Limited, located in Beijing, China, as presented.

| | | |
|-----------------|--|-------------------------------|
| Fiscal Impact: | \$700-\$750 per student | Board Date: December 14, 2020 |
| Prepared by: | Vaniethia Hubbard, Ed.D., Vice President, Student Services Mark C. Liang, J.D., Dean, Enrollment and Support Services | |
| Submitted by: | Marilyn Flores, Ph.D., Interim President, Santa Ana College | |
| Recommended by: | Marvin Martinez, Chancellor, RSCCD | |



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
INTERNATIONAL STUDENT RECRUITMENT AGREEMENT

This Agreement is made and entered into between Rancho Santiago Community College District (“District”) on behalf of Santa Ana College, International Student Program, hereinafter called the District and **Bright Can-Achieve Limited**, a licensed educational consultant in **Beijing - China**, hereinafter the Educational Consultant.

RECITALS

WHEREAS, the **District** wishes to attract international student applicants to apply to and enroll at its college, **Santa Ana College** (hereinafter the “**College**”);

WHEREAS, the Educational Consultant has the capacity and capability to promote and market the College to potential students in **Worldwide** (“the “**Territory**”); and

WHEREAS, the District wishes to retain the services of the Educational Consultant on the terms and conditions set out herein and the Educational Consultant agrees to provide such Services, as defined below.

AGREEMENT

NOW THEREFORE in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereby covenant and agree as follows:

EDUCATIONAL CONSULTANT SERVICES

1. The District grants the Educational Consultant the non-exclusive right to represent the College for the purpose of recruiting international applicants for admission to the College.
2. The Educational Consultant accepts the foregoing appointment and agrees to provide promotion, marketing and recruitment services to actively and accurately promote the College within the Territory for the purpose of recruiting international applicants to the College (the “**Services**”).
3. The Educational Consultant shall use its best efforts and diligently perform the Services and conduct itself in a competent and wholly professional manner at all times. The Educational Consultant shall ensure that all of its employees, Educational Consultants and representatives are duly qualified and competent to provide the Services and shall comply with all terms of this Agreement. The Educational Consultant shall recruit only those applicants whom it believes can meet the academic and admission requirements of the College, as such academic and admission requirements are made known by the District to the Educational Consultant, and those found in the District’s Course Catalog for the College.
4. In performing the Services pursuant to this Agreement, the Educational Consultant shall

comply with all instructions of the District, as well as all specifications, standards, confidentiality, policies and procedures of the District and the College, as they may change from time to time.

5. The Educational Consultant shall not subcontract or delegate the Services to any other person or entity without the prior written consent of the District, which consent may be withheld in the District's sole and absolute discretion.

EDUCATIONAL CONSULTANT'S RESPONSIBILITIES

6. The District will provide any marketing materials to the Educational Consultant at training sessions and will deliver them to the Educational Consultant upon the Educational Consultant's reasonable request. The Educational Consultant shall use such marketing materials in its performance of the Services. If the Educational Consultant wishes to use other marketing materials not provided by the District, the Educational Consultant acknowledges that Educational Consultant is doing so as work made for hire and must submit such materials to the District for its prior written approval, which approval may be withheld in the District's sole and absolute discretion. Educational Consultant acknowledges and agrees that any materials that Educational Consultant creates during the term of this Agreement shall be work made for hire, and all ownership in and to such materials shall vest, upon creation, in the District. The Educational Consultant shall make any changes to such materials as the District may advise in its discretion.
7. The Educational Consultant shall keep records of its promotion and marketing activities, including the location of its activities and the names and contact information, specifically the email or phone number of potential students. The Educational Consultant shall provide regular market updates of its activities in the Territory (including reasonable details) to the District upon request.
8. As part of the Services, the Educational Consultant shall assist applicants with completing their applications to the College, visa applications, making payments to the District, and provide any other assistance relating to the applicant's application to and enrollment at the College. The Educational Consultant shall pre-screen all applicants to ensure their eligibility to enter the United States on a student visa.
9. The Educational Consultant shall ensure that all information it provides to applicants is true, accurate, complete and not misleading or false in any way. The Educational Consultant shall not, directly or indirectly, make any misrepresentation or mislead applicants about whether or not the College will accept the applicant, the nature of the courses and programs offered by the College or any other matter concerning the College or the District and the applicant's application thereto. The Educational Consultant shall not make any representation or statement that is inconsistent with the laws applicable to the District or contrary to the College's or District's policies and procedures in any way. The Educational Consultant shall indemnify, defend and hold the District and the College harmless from any and all claims, demands, liabilities, actions, causes of action, or other administrative or legal proceedings that arise from

Educational Consultant's misleading, inaccurate or untrue statements or representations or omissions to any applicant or third party. Notwithstanding any other provision herein, the District has the right to terminate this Agreement immediately and without notice if the Educational Consultant makes any untrue, inaccurate, incomplete, misleading, or false statements to any third party.

10. The Educational Consultant acknowledges that the District retains full and complete discretion about whether or not to accept an applicant for enrollment. The Educational Consultant shall not make any representations or statements that the District has accepted an applicant or will accept an applicant. The Educational Consultant shall have no authority to accept an applicant or guarantee an applicant's acceptance by the District.

PAYMENT TERMS AND CONDITIONS

11. Subject to Paragraph 20, if the District accepts any of the Educational Consultant's applicants for admission as a new and full time student ("Student"), the District shall pay the Educational Consultant a fee as outlined below and in Appendix A. The amount of Educational Consultant's fee is based on the number of New Students enrolled as the result of the Educational Consultant's identified applicants who enroll as Regular Full-Time, Summer Full Time, or ELA Full Time, as those terms are defined herein. A Student is defined as new when they are attending their first semester, session, or class at the District, unless otherwise specified herein (hereinafter "New"). A student is considered full-time when they either (a) enroll in a minimum of 12 units at the District for a semester in a regular college credit program (hereinafter "Regular Full-Time"); (b) enroll in 6 units for a summer session (hereinafter "Summer Full-Time"), or (c) attend the English Language Academy (ELA) (hereinafter "ELA Full-Time"). Units for the purpose of this Agreement is defined as the District's credit units applicable towards maintaining F-1 status. A Student is considered eligible to be counted toward the Educational Consultant's fee if the student began attending the District as a New Student and continues attending the District for a second Regular Full-Time semester, Summer Full-Time session, and/or ELA Full-Time session in accordance with paragraphs 12-15, below (hereinafter "Eligible").
12. First Five Eligible Regular Full-Time Students. Subject to Paragraph 20, for each of the first five Eligible Regular Full-Time Students who the Educational Consultant recruits and who successfully apply, enroll Regular Full-Time, and pay in full for at least one Fall or Spring semester at the District during a given Academic Year (August to June), the District shall pay the Educational Consultant a fee of seven hundred U.S. dollars (\$700) per student for each semester the student attends for a maximum of two (2) semesters as published in the academic calendar. The District will pay the Educational Consultant this fee for the second semester only if the Eligible Student attends two consecutive regular semesters. Regular semesters are considered consecutive even where the Student attends as a Summer Full-Time Student in a session between a consecutive Spring semester and Fall semester. The total amount of money the District will pay per Eligible Full-Time Student for this category is fourteen hundred U.S. dollars (\$1400). (See Appendix A, Statements # 1-4.) Sixth and Subsequent Eligible Regular Full-Time Students. Subject to Paragraph 20, for each of the sixth and subsequent Eligible Regular Full-Time Students (6 or greater) who are recruited by the Educational Consultant

and who successfully apply, enroll Regular Full-Time, and pay in full for at least one Fall or Spring semester at the District during a given Academic Year (August to June), the District shall pay the Educational Consultant a fee of seven hundred fifty U.S. dollars (\$750) per student for each semester the student attends for a maximum of two (2) semesters as published in the academic calendar. The District will pay the Educational Consultant this fee for the second semester only if the Eligible Student attends two consecutive regular semesters. Regular semesters are considered consecutive even where the Student attends as a Summer Full-Time Student in a session between a consecutive Spring semester and Fall semester. The total amount of money the District will pay per Eligible Full-Time Student for this category is fifteen hundred U.S. dollars (\$1500). (See Appendix A, Statements # 1-4.)

13. Summer Session. Subject to Paragraph 20, for each Eligible Summer Full-Time Student recruited by Educational Consultant who successfully applies, enrolls in Summer Full-Time, and pays in full his/her first Summer session, the District shall pay the Consultant a fee of three hundred fifty U.S. dollars (\$350) per student. The District will pay this fee if the Eligible Summer Full Time Student attends college for the first time in the Summer session or if student attends Summer session after attending his/her first Spring semester. This Summer session Educational Consultant fee is in addition to the fees available in paragraphs 12 and 13, above, if applicable. The total amount of money the District will pay per New Summer Full-Time Student for this category is three hundred fifty U.S. dollars (\$350). (See Appendix A, Statements # 1-4.)
14. English Language Academy. Subject to Paragraph 20, for each Eligible ELA Full Time Student recruited by Educational Consultant who successfully applies, enrolls in ELA Full-Time, and pays in full, the District shall pay the Consultant a fee of three hundred fifty U.S. dollars (\$350) per student. Depending on student enrollment, the District may not offer ELA in the summer session, in which case the Educational Consultant will not be eligible for this fee for ELA. The District will pay the Educational Consultant a fee for an Eligible Full-Time ELA Student a maximum of two semesters and will pay for the second semester only if the Student attends and completes two consecutive semesters. The total amount of money the District will pay per New Full-Time Student for this category is seven hundred U.S. dollars (\$700). (See Appendix A, Statements # 1-4.) (See Appendix A, Statement # 3.)
15. Incentive Fee – Ten or Greater Students. In addition to the fees available in paragraphs 12 through 15, above, if the Educational Consultant recruits 10 or more New Regular Full-Time Students who successfully apply, enroll Full-Time, and pay in full for their first semester, the District will pay a single incentive flat fee of two thousand U.S. dollars (\$2,000) per the requirements of Paragraph 17 (“Incentive Fee”). (See Appendix A, Statement # 5.) The District will determine if Educational Consultant is eligible for this Incentive Fee and process the fee at the end of the semester based on an invoice that complies with Paragraph 21.
16. One (1) Incentive Fee is available each fall and each spring semester for recruiting the minimum quota (10 or greater). Students recruited in previous semesters do not count towards incentive quota. Only Eligible Regular Full-Time Students each Fall or Spring semester are counted towards the incentive fees.
17. All students must be recruited from overseas (outside the U.S.) and cannot be transfers from a

U.S. domestic language program or from a U.S. college or university.

18. For the purposes of accurate invoice processing, it is Educational Consultant's responsibility to establish and notify the college of their representation of a particular student. Failure to establish that relationship with the student prior to the student applying to the District will invalidate any invoice for that particular student.
19. The District will only pay fees, including Incentive Fees, relating to those Students who meet the qualifications in this Agreement and who remain enrolled through the census date in full-time status beyond the census date (defined as the last day to drop a class and receive an enrollment fee refund).
20. The Educational Consultant shall deliver to the District, no earlier than thirty (30) days and no later than sixty (60) days after the census date, as published in the academic calendar, for study at a semester at the District, an invoice listing the fee owed to the Educational Consultant for that semester, in accordance with this Agreement, and the Students to which the fee relates. The invoice shall contain the detailed information about each Student's enrollment in order to support payment hereunder. If the Educational Consultant defaults on the terms for submission of invoice as specified above, the District has the right to decline payments.
21. If there is a dispute about an invoice, the District shall be entitled to withhold any fees until the dispute is resolved to the satisfaction of the District. The Educational Consultant shall provide all such other records and documentation requested by the District to substantiate the invoice.
22. The undisputed fee shall be paid to the Educational Consultant within forty five (45) days of receipt of an invoice from the Educational Consultant. The fee will be paid by check and mailed to the address the District has on file for the Educational Consultant. If payments have to be made in any other form, such as a wire transfer, any and all costs such as bank charges will be the responsibility of the Educational Consultant. The District has sole discretion to choose how payment is made to Educational Consultant. The Educational Consultant is responsible for all applicable taxes and fees related to payment of any fees paid by the District.

PERIOD OF AGREEMENT, TERMINATION, MISCELLANEOUS

23. This agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party. Either party to this Agreement may, in its sole discretion, terminate this Agreement with or without cause by giving the other party at least 30 days' prior written notice. In the event of termination without cause, the parties agree to fulfill their respective obligations associated with the current term or semester, prior to such termination becoming effective.
24. Termination for Cause. The District may terminate this agreement and be relieved of any consideration to Educational Consultant should Educational Consultant fail to perform the covenants herein at the time and in the manner provided. In the event of such termination, the District may proceed in any manner deemed proper by the District. The cost to the District shall be deducted from any sum due the Agency under this Agreement, and the balance, if any,

shall be paid by the Educational Consultant.

25. The Educational Consultant will deliver the Services in the **Worldwide** (the “Territory”). The Educational Consultant acknowledges and agrees that its rights to the Territory are non-exclusive and the District may, in its sole discretion, appoint another Educational Consultant or Educational Consultants to perform similar or identical services in the Territory or any part thereof at any time.
26. The District agrees to provide the District’s annual calendar and international recruitment information packages to the Educational Consultant and provide updated materials on an annual basis. All such materials are subject to change without notice. Notwithstanding the foregoing, it is the Educational Consultant’s responsibility to ensure it has all complete, up-to-date and accurate information and materials that are prepared by the District and provided by the District in order for it to perform the Services at all times. The Educational Consultant shall not use any information and materials that are outdated.
27. All expenses and costs incurred by the Educational Consultant in providing the Services shall be the sole responsibility of the Educational Consultant, including without limitation all salaries, wages, benefits and other amounts owing to its employees, Educational Consultants and representatives. The Educational Consultant shall provide and supply, at its own expense, all office facilities, equipment, materials and supplies required to perform the Services except for the annual calendar and other materials produced by the District and specified as being provided by the District in this Agreement.
28. Upon termination or expiration of the Term, the Educational Consultant shall promptly return to the District or destroy, at the District’s option, all property of the District that is in Educational Consultant’s possession or control, including marketing materials, academic calendars and Confidential Information, whether in hard copy or in electronic form. “Confidential Information” is any information that may be protected under state or federal privacy laws and includes information that a person would reasonably understand to be confidential, including, but not limited to, student information (including directory information), health information, academic information, and proprietary information, including copyright and trade secrets. The above list is not meant to be exhaustive and Confidential Information does not need to be marked as such in order to be Confidential Information.
29. Upon termination or expiration of the Term, the Educational Consultant shall cease providing the Services and cease representing itself as an Educational Consultant of the District and the College, and shall pay all amounts owing (if any) to the District immediately.
30. The District shall not be responsible for paying fees to the Educational Consultant in respect of Students whose application is received by the District following the date of termination or expiration of the Term.

GENERAL TERMS

31. The District and the Educational Consultant acknowledge and agree that the relationship of the Educational Consultant to the District is that of an independent contractor. Nothing herein shall be construed so as to place the parties in the relationship of partners or employer/employee. The Educational Consultant shall have no authority to act for or bind the District and/or the College or enter into any contract or commitment on behalf of the District and/or the College, nor shall the Educational Consultant hold itself out as having such authority. The Educational Consultant shall indemnify and hold the District harmless from and against any liability resulting from a breach of this Section. The Educational Consultant and its employees, Educational Consultants and representatives shall not be entitled to any benefits whatsoever otherwise made available to District employees.
32. In the performance of this Agreement, Educational Consultant and its employees and agents, shall each act as an independent contractor and is not an employee, officer, agent, partner, or joint venture of District by virtue of this Agreement. Educational Consultant agrees that it is free from control and direction of the District; performs work that is outside the usual course of District's business; and is customarily engaged in an independently established trade, occupation or business of the same nature as the Services it will perform for District under this Agreement. Educational Consultant shall defend, indemnify and hold District harmless from any claims, demands or liabilities, arising from Educational Consultant's misclassification of its own workers providing Services hereunder as independent contractors, or from any claims, demands or liabilities, arising from Educational Consultant's failure to provide its own workers with wages and other employment benefits that are required by law.
33. The Educational Consultant represents, warrants and acknowledges that the District is relying upon the following, that: (a) Educational Consultant has corporate authority and capacity to perform the Services and carry on business, (b) there is no legal proceeding in progress, pending, threatened or affecting the Educational Consultant that involves a possibility of a material judgment or restriction against the Educational Consultant or its performance of the Services, and (c) there are no prior agreements or commitments affecting the Educational Consultant that would adversely affect the Educational Consultant or its ability to perform the Services.
34. Indemnification Clause. To the fullest extent permitted by law, Educational Consultant agrees to defend, indemnify, and hold harmless the District, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense, including reasonable attorney fees, arising out of any demand, liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the Educational Consultant, or those of any of its officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss caused by the gross negligence or intentional acts of the District or any of its agents or employees. This provision survives any termination of this Agreement.
35. To the fullest extent permitted by law, the District shall have no liability for any act or omission of the District, its directors, officers, employees and Educational Consultants in connection with or related to this Agreement or the failure to provide materials to the Educational

Consultant, or any costs, losses, damages or expenses arising from the Educational Consultant's performance of the Services under this Agreement. The Educational Consultant agrees that it shall not bring any claim or join in any proceeding against the District for any costs, losses, damages or expenses suffered in connection with this Agreement, unless due to District's fraud, intentional misconduct or if otherwise permitted by law.

36. The Educational Consultant shall comply with all applicable laws, regulations, rules and orders in the performance of its obligations under this Agreement, including all such laws and regulations applicable in the Territory and any other jurisdiction where the Educational Consultant carries on business, as well as laws and regulations applicable to the District.
37. Insurance. Each party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with coverage of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating performance. Certifications of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement and in effect for insuring incidents that occur within the United States may be requested by either party. Educational Consultant shall name District as an additional insured on any commercial general liability policy or other applicable insurance required hereunder and shall obtain a waiver of subrogation against the District regarding same. Educational Consultant's provision of insurance or self-insurance hereunder shall not operate as a potential limitation of liability.
38. The Educational Consultant acknowledges that a breach or threatened breach by Educational Consultant of any of the provisions of any of this Agreement could cause the District irreparable harm not compensable in damages alone. The Educational Consultant further acknowledges that it is essential to the effective enforcement of this Agreement that, in addition to any other remedies to which the District may be entitled at law or in equity or otherwise under this Agreement, the District be entitled to seek and obtain, in a summary manner, interim, interlocutory, and permanent injunctive relief, specific performance and other equitable remedies. The Educational Consultant agrees that such actions are fair and reasonable and are reasonably required for the protection of the District.
39. The Educational Consultant acknowledges that it has received and will receive Confidential Information of and from the District, which includes, but is not limited to, all information relating to the District, the College, administration, student information, financial information, and any other information that is confidential in nature, whether marked confidential or not. The Educational Consultant agrees that it will keep in strict confidence and not use and/or disclose the Confidential Information to any other person except only as reasonably required for the performance of the Services. The Educational Consultant shall limit access and use of the Confidential Information to those employees that have a need to know in order to perform the Services. The Educational Consultant shall be responsible for ensuring that its employees are aware of and agree to adhere to the confidentiality obligations set out herein. In addition, the existence of and terms and conditions of this Agreement form part of the Confidential

Information and are to be kept mutually and strictly confidential by the parties at all times. The obligations of the Educational Consultant under this Section shall exist and continue in full force and effect notwithstanding the termination or expiration of this Agreement or the breach or alleged breach by the District of this Agreement.

40. The District grants the Educational Consultant a non-exclusive, non-transferable license to use certain trademarks, logos, trade names or other intellectual property of the District and/or College as the District may specify to the Educational Consultant from time to time (the “Intellectual Property”) solely and exclusively for the purposes of the Educational Consultant performing the Services. The Educational Consultant shall have no right or interest to the Intellectual Property except as expressly provided herein. The District may revoke the license in this Section at any time. The Educational Consultant shall submit all documents, advertisements or other materials using any of the Intellectual Property to the District for approval prior to usage. Upon the termination or expiration of this Agreement, the Educational Consultant shall immediately cease using all of the Intellectual Property for any purpose whatsoever.
41. Under this Agreement, the District considers Educational Consultant to be a “school official” with “legitimate educational interests” performing an institutional service or function for which the District would otherwise use employees within the meaning of the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g and 34 C.F.R. Part 99, and California Education Code §§ 49060-49085. As such, 34 C.F.R. 99.31(a)(1)(i) allows the District to disclose personally identifiable information from education records of students without the consent required by 34 C.F.R. section 99.30. The Educational Consultant agrees to comply with FERPA and cooperate as a “school official” thereunder. The Educational Consultant shall comply with all applicable privacy legislation at all times. The Educational Consultant shall collect, use and disclose all applicants’ personal information which it obtains in relation to this Agreement and maintain the confidentiality and privacy of such information in accordance with all applicable laws in the United States and in the Territory. The Educational Consultant acknowledges that the District is subject to privacy legislation and shall assist the District in complying with all applicable privacy legislation as it relates to the Services performed as part of this Agreement including any disclosure requirements. Educational Consultant shall indemnify, defend and hold the District and the College harmless from any claims arising from a breach of any applicable privacy laws or regulations.
42. All notices and other communications required or permitted to be given in this Agreement shall be in writing and shall be given to the parties at the following addresses or at such other address as a party shall specify by like notice: 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:

Educational Consultant

Bright Can-Achieve Limited

Room 802, Tower B, Jianwai SOHO Office Building, No.39 Dongsanhuan Zhonglu, Chaoyang District, Beijing 100022, China

Susan Liu

President

DISTRICT

Rancho Santiago Community College District

Santa Ana College

1530 W. 17th street

Santa Ana, CA 92706

Adam M. O'Connor

Interim Vice Chancellor
Business Operations/Fiscal Services

Mark C. Liang, J.D.

Dean of Enrollment and Support Services

43. This written instrument constitutes the entire agreement between the parties and shall be interpreted and construed in accordance with the laws of the state of California and the federal laws of the United States of America applicable therein. There are no other agreements, understandings, representations or warranties, oral or otherwise. Any amendments to this Agreement shall have no force or effect unless made in writing and executed by both parties. Pursuant to the District's policies, this Agreement will not take effect until authorized by the Board of Trustees of the District.
44. If any provision of this Agreement shall to any extent be declared illegal or unenforceable by a duly authorized court of competent jurisdiction, then the remainder of this Agreement, or the application of such provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
45. Provisions of sections that, by their nature, must remain in effect beyond the termination or expiration of this Agreement survive the termination or expiration of this Agreement for any reason.

46. This Agreement is personal to the Educational Consultant and Educational Consultant may not assign this Agreement or any part thereof without the prior written consent of the District, which consent may be withheld at the District's discretion. This Agreement shall be binding upon the Educational Consultant and its successors and permitted assigns.
47. The Educational Consultant acknowledges that the Educational Consultant has been advised to obtain full and adequate independent legal advice with respect to this Agreement and has executed this Agreement freely, voluntarily, without duress and with full knowledge and understanding of its terms and conditions.
48. This Agreement may be executed in any number of counterparts, each of which, when taken together, shall constitute one and the same instrument. For purposes of this Agreement, electronic signatures shall be deemed originals.

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

District: Rancho Santiago Community
College District , on behalf of Santa Ana
College, International Student Program

Educational Consultant
Bright Caan-Achieve Limited

Room 802, Tower B, Jianwai SOHO Office
 Building, No.39 Dongsanhuan Zhonglu,
 Chaoyang District, Beijing 100022, China

Santa Ana College
 1530 W. 17th street
 Santa Ana, CA 92706

X _____

X _____

Susan Liu
President

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

Date: _____

Date: _____

APPENDIX A

The examples and scenarios below assume that all other terms and conditions in the Agreement are otherwise met and are intended as hypothetical scenarios only.

Statement #1: Consultant's fee is paid for consecutive semesters only.

Example #1: Student attends Fall 2018 as a New and Regular Full-Time Student and then attends Spring 2019.

Consulting fee will be paid for both Fall and Spring semesters as stated in this Agreement.

Example #2: Student attends Fall 2018 as a New and Regular Full-Time Student, Spring 2019 as a Regular Full-Time Student and Summer 2019 as a Summer Full-Time Student.

Consulting fee will be paid for Fall, Spring and Summer as stated in this Agreement.

Example #3: Student attends Fall 2018 as a New and Regular Full-Time Student, does not attend Spring 2019, then returns and attends Summer 2019 Full-Time and Fall 2019 Full-Time.

Consulting fee will be paid for Fall 2018 only. No fee is paid for Summer 2019 session or the Fall 2019 semester because student did not attend the Spring 2019 semester.

Example #4: Student attends Spring 2019 as a New and Regular Full-Time Student, Fall 2019 as a Regular Full-Time Student, and then Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time Student.

Consulting fee will be paid for Spring 2019 and Fall 2019; both semesters qualify for payment since they are consecutive. No fee will be paid for Spring 2020 because the fee for Regular Full-Time students is for a maximum of two semesters. The Consultant does not earn the fee for Summer 2020 because it is not consecutive to the eligible Spring 2019 and Fall 2019 semesters.

Statement #2: Educational Consultant's fee is paid for a maximum of two semesters (fall or spring). Summer session is excluded; summer is not considered a semester; however fee is paid if student attends college for the first time in the summer session or if student attends summer session after attending his/her first spring semester. For purposes of this Agreement, a summer session must consist of a minimum of 6 units.

Example #1: Student attends Spring 2019 as a New and Regular Full-Time Student and attends Fall 2019 as a Regular Full-Time Student. Then, student attends Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time student.

Consulting fee will be paid for Spring 2019 and Fall 2019; both semesters qualify for payment since they are consecutive. No fee will be paid for Spring 2020 because the fee for Regular Full-Time students is for a maximum of two semesters. The Consultant does not earn the fee for Summer 2020 because it is not consecutive to the eligible Spring 2019 and Fall 2019 semesters.

Example #2: Student attends Summer 2019 session as a New and Summer Full-Time Student and attends Fall 2019 as a Regular Full-Time Student. Then, the student attends Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time Student.

Consulting fee will be paid for Summer 2019 as student started college for the first time during summer session. Consulting fee will also be paid for Fall 2019 and Spring 2020 semesters.

No fee is paid for Summer 2020 and any subsequent semesters.

Example #3: Student attends Spring 2019 as a New and Regular Full-Time Student, attends Summer 2019 as a Summer Full-Time Student, and attends Fall 2019 as a Regular Full-Time Student.

Consulting fee will be paid for Spring 2019.

Consulting fee will be paid for Summer 2019 because student is attending Summer session after her first college semester.

Consulting fee will be paid for Fall 2019.

Statement #3: The College will pay Educational Consultant up to two semesters total, regardless of whether the student attended and paid for English Language Program (ELA) or the District's regular college credit program, in any combination of semester terms in accordance with the provisions contained herein; no tacking of ELA and College Credit allowed.

Example #1: Student attends the English Language Academy (ELA) in Fall 2018 as a New and ELA Full-Time Student, then attends Spring 2019 as a Regular Full-Time Student.

Consulting fee will be paid for both semesters (*fee is paid for up to two semesters regardless of the program student attended*).

Example #2: Student attends the English Language Academy (ELA) in Fall 2018 as a New and ELA Full-Time Student and attends the English Language Academy (ELA) in Spring 2019 as an ELA Full-Time Student. Then, student attends Fall 2019 as a Regular Full-Time Student.

Consulting fee will be paid for Fall 2018 and Spring 2019 (*fee is paid for up to two semesters; although student is attending the regular college credit program for his first time in Fall 2019, no consulting fee is paid for this semester; no tacking of fees allowed*)

Statement #4: Educational Consultant's fee is based on the number of students recruited per semester for the regular college credit program & ELA. Summer session is not considered a semester; however, a fee of \$350 is paid to the Educational Consultant for each New Summer Full-Time Student. For purposes of this Agreement, a Summer session consist of 6-8 weeks (equivalent to 6 units).

Scenario #1: Educational Consultant recruits five students (A,B,C,D,E) for Spring 2019 as New and Regular Full-Time Students.

The College will pay Educational Consultant a fee of \$700 per student for Spring 2019

If students, A,B,C,D, and E attend Summer 2019 as Summer Full-Time Students, the College will pay \$350 fee per student

If students, A,B,C,D, and E attend Fall 2019 as Regular Full-Time Students, the College will pay \$700 fee per student

If students, A,B,C,D, and E attend Spring 2020 as Regular Full-Time Students, no fee is to be paid to Consultant as we have already paid the maximum per contract (*fee is to a maximum of two consecutive semesters in the regular college credit program*)

Scenario #2: Educational Consultant recruits six or more students for Spring 2019 as New and Regular Full-Time Students.

The College will pay Educational Consultant a fee of \$750 per student, for the sixth and subsequent students, for Spring 2019.

If the sixth and subsequent students attend Summer 2019 as Summer Full-Time Students, the College will pay \$350 fee per student

If the sixth and subsequent students attend Fall 2019 as Regular Full-Time Students, the College will pay \$750 fee per student

If the sixth and subsequent students attend the Spring 2020 as Regular Full-Time Students or subsequent semesters, no fee is to be paid to Educational Consultant as we have already paid the maximum per contract (*fee is to a maximum of two consecutive semesters*)

Statement #5: Educational Consultant will be eligible for an Incentive Fee of \$2,000 US dollars for the recruitment of a minimum of 10 New students (10 or greater) who successfully apply to District, enroll Regular Full-Time, and pay tuition fees in full for one semester. Incentive is available every semester for recruiting the minimum quota (**10** or greater) of New Regular Full-Time Students. Students recruited in previous semester(s) do not count towards the incentive quota; Students must be New and Regular Full-Time college credit students to be eligible for the incentive fee.

Scenario #1: The Educational Consultant recruits 12 New Regular Full-Time Students for fall 2018.

The District will pay Educational Consulting fee for each of the 12 New Regular Full-Time Students recruited who successfully apply, enroll full-time, and pay their tuition fees in full for Fall 2018. Additionally, The District will pay Educational Consultant \$2,000 as an Incentive Fee for recruiting a minimum of 10 New college credit students.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Student Services

| | | |
|---------|---|-------------------------|
| To: | Board of Trustees | Date: December 14, 2020 |
| Re: | Approval of Rancho Santiago Community College District International Student Recruitment Agreement with China US Business Association | |
| Action: | Request for Approval | |

BACKGROUND

According to an American Council of Education report, since 2016 the percentage of schools using international student recruiting agents in the United States has increased from 11 percent to 30 percent. Using international student recruiting agents is one strategy of many and should be used as part of a whole recruitment plan, including traditional recruitment, local English schools, and social media. International student agents are an important part of a recruiting strategy for a strong and diverse international student body.

ANALYSIS

Santa Ana College seeks to provide a more supportive and comprehensive experience for prospective students. Having an international student recruitment agent with permanent presence in-country and knowledge of the culture, primary educational structure and language contributes significantly to a more supportive experience. International student recruitment agents have knowledge of the local markets to help make international student recruiting more cost effective and less resource intensive, which in turn has the potential to boost international student enrollment to Santa Ana College. This Agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party.

RECOMMENDATION

It is recommended the Board of Trustees approve the Rancho Santiago Community College District International Student Recruitment Agreement with China US Business Association, located in Anaheim, California, as presented.

| | | |
|-----------------|--|-------------------------------|
| Fiscal Impact: | \$700-\$750 per student | Board Date: December 14, 2020 |
| Prepared by: | Vaniethia Hubbard, Ed.D., Vice President, Student Services Mark C. Liang, J.D., Dean, Enrollment and Support Services | |
| Submitted by: | Marilyn Flores, Ph.D., Interim President, Santa Ana College | |
| Recommended by: | Marvin Martinez, Chancellor, RSCCD | |



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
INTERNATIONAL STUDENT RECRUITMENT AGREEMENT

This Agreement is made and entered into between Rancho Santiago Community College District (“District”) on behalf of Santa Ana College, International Student Program, hereinafter called the District and [China US Business Association](#), a licensed educational consultant in [City of Anaheim, California, USA](#), hereinafter the Educational Consultant.

RECITALS

WHEREAS, the **District** wishes to attract international student applicants to apply to and enroll at its college, **Santa Ana College** (hereinafter the “**College**”);

WHEREAS, the Educational Consultant has the capacity and capability to promote and market the College to potential students in [Cambodia, China, Taiwan, Korea, Mexico, Ecuador, and Peru](#) (“the “**Territory**”); and

WHEREAS, the District wishes to retain the services of the Educational Consultant on the terms and conditions set out herein and the Educational Consultant agrees to provide such Services, as defined below.

AGREEMENT

NOW THEREFORE in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereby covenant and agree as follows:

EDUCATIONAL CONSULTANT SERVICES

1. The District grants the Educational Consultant the non-exclusive right to represent the College for the purpose of recruiting international applicants for admission to the College.
2. The Educational Consultant accepts the foregoing appointment and agrees to provide promotion, marketing and recruitment services to actively and accurately promote the College within the Territory for the purpose of recruiting international applicants to the College (the “**Services**”).
3. The Educational Consultant shall use its best efforts and diligently perform the Services and conduct itself in a competent and wholly professional manner at all times. The Educational Consultant shall ensure that all of its employees, Educational Consultants and representatives are duly qualified and competent to provide the Services and shall comply with all terms of this Agreement. The Educational Consultant shall recruit only those applicants whom it believes can meet the academic and admission requirements of the College, as such academic and admission requirements are made known by the District to the Educational Consultant, and those found in the District’s Course Catalog for the College.

4. In performing the Services pursuant to this Agreement, the Educational Consultant shall comply with all instructions of the District, as well as all specifications, standards, confidentiality, policies and procedures of the District and the College, as they may change from time to time.
5. The Educational Consultant shall not subcontract or delegate the Services to any other person or entity without the prior written consent of the District, which consent may be withheld in the District's sole and absolute discretion.

EDUCATIONAL CONSULTANT'S RESPONSIBILITIES

6. The District will provide any marketing materials to the Educational Consultant at training sessions and will deliver them to the Educational Consultant upon the Educational Consultant's reasonable request. The Educational Consultant shall use such marketing materials in its performance of the Services. If the Educational Consultant wishes to use other marketing materials not provided by the District, the Educational Consultant acknowledges that Educational Consultant is doing so as work made for hire and must submit such materials to the District for its prior written approval, which approval may be withheld in the District's sole and absolute discretion. Educational Consultant acknowledges and agrees that any materials that Educational Consultant creates during the term of this Agreement shall be work made for hire, and all ownership in and to such materials shall vest, upon creation, in the District. The Educational Consultant shall make any changes to such materials as the District may advise in its discretion.
7. The Educational Consultant shall keep records of its promotion and marketing activities, including the location of its activities and the names and contact information, specifically the email or phone number of potential students. The Educational Consultant shall provide regular market updates of its activities in the Territory (including reasonable details) to the District upon request.
8. As part of the Services, the Educational Consultant shall assist applicants with completing their applications to the College, visa applications, making payments to the District, and provide any other assistance relating to the applicant's application to and enrollment at the College. The Educational Consultant shall pre-screen all applicants to ensure their eligibility to enter the United States on a student visa.
9. The Educational Consultant shall ensure that all information it provides to applicants is true, accurate, complete and not misleading or false in any way. The Educational Consultant shall not, directly or indirectly, make any misrepresentation or mislead applicants about whether or not the College will accept the applicant, the nature of the courses and programs offered by the College or any other matter concerning the College or the District and the applicant's application thereto. The Educational Consultant shall not make any representation or statement that is inconsistent with the laws applicable to the District or contrary to the College's or District's policies and procedures in any way. The Educational Consultant shall indemnify, defend and hold the District and the College harmless from any and all claims, demands,

liabilities, actions, causes of action, or other administrative or legal proceedings that arise from Educational Consultant's misleading, inaccurate or untrue statements or representations or omissions to any applicant or third party. Notwithstanding any other provision herein, the District has the right to terminate this Agreement immediately and without notice if the Educational Consultant makes any untrue, inaccurate, incomplete, misleading, or false statements to any third party.

10. The Educational Consultant acknowledges that the District retains full and complete discretion about whether or not to accept an applicant for enrollment. The Educational Consultant shall not make any representations or statements that the District has accepted an applicant or will accept an applicant. The Educational Consultant shall have no authority to accept an applicant or guarantee an applicant's acceptance by the District.

PAYMENT TERMS AND CONDITIONS

11. Subject to Paragraph 20, if the District accepts any of the Educational Consultant's applicants for admission as a new and full time student ("Student"), the District shall pay the Educational Consultant a fee as outlined below and in Appendix A. The amount of Educational Consultant's fee is based on the number of New Students enrolled as the result of the Educational Consultant's identified applicants who enroll as Regular Full-Time, Summer Full Time, or ELA Full Time, as those terms are defined herein. A Student is defined as new when they are attending their first semester, session, or class at the District, unless otherwise specified herein (hereinafter "New"). A student is considered full-time when they either (a) enroll in a minimum of 12 units at the District for a semester in a regular college credit program (hereinafter "Regular Full-Time"); (b) enroll in 6 units for a summer session (hereinafter "Summer Full-Time"), or (c) attend the English Language Academy (ELA) (hereinafter "ELA Full-Time"). Units for the purpose of this Agreement is defined as the District's credit units applicable towards maintaining F-1 status. A Student is considered eligible to be counted toward the Educational Consultant's fee if the student began attending the District as a New Student and continues attending the District for a second Regular Full-Time semester, Summer Full-Time session, and/or ELA Full-Time session in accordance with paragraphs 12-15, below (hereinafter "Eligible").
12. First Five Eligible Regular Full-Time Students. Subject to Paragraph 20, for each of the first five Eligible Regular Full-Time Students who the Educational Consultant recruits and who successfully apply, enroll Regular Full-Time, and pay in full for at least one Fall or Spring semester at the District during a given Academic Year (August to June), the District shall pay the Educational Consultant a fee of seven hundred U.S. dollars (\$700) per student for each semester the student attends for a maximum of two (2) semesters as published in the academic calendar. The District will pay the Educational Consultant this fee for the second semester only if the Eligible Student attends two consecutive regular semesters. Regular semesters are considered consecutive even where the Student attends as a Summer Full-Time Student in a session between a consecutive Spring semester and Fall semester. The total amount of money the District will pay per Eligible Full-Time Student for this category is fourteen hundred U.S. dollars (\$1400). (See Appendix A, Statements # 1-4.) Sixth and Subsequent Eligible Regular Full-Time Students. Subject to Paragraph 20, for each of the sixth and subsequent Eligible

Regular Full-Time Students (6 or greater) who are recruited by the Educational Consultant and who successfully apply, enroll Regular Full-Time, and pay in full for at least one Fall or Spring semester at the District during a given Academic Year (August to June), the District shall pay the Educational Consultant a fee of seven hundred fifty U.S. dollars (\$750) per student for each semester the student attends for a maximum of two (2) semesters as published in the academic calendar. The District will pay the Educational Consultant this fee for the second semester only if the Eligible Student attends two consecutive regular semesters. Regular semesters are considered consecutive even where the Student attends as a Summer Full-Time Student in a session between a consecutive Spring semester and Fall semester. The total amount of money the District will pay per Eligible Full-Time Student for this category is fifteen hundred U.S. dollars (\$1500). (See Appendix A, Statements # 1-4.)

13. Summer Session. Subject to Paragraph 20, for each Eligible Summer Full-Time Student recruited by Educational Consultant who successfully applies, enrolls in Summer Full-Time, and pays in full his/her first Summer session, the District shall pay the Consultant a fee of three hundred fifty U.S. dollars (\$350) per student. The District will pay this fee if the Eligible Summer Full Time Student attends college for the first time in the Summer session or if student attends Summer session after attending his/her first Spring semester. This Summer session Educational Consultant fee is in addition to the fees available in paragraphs 12 and 13, above, if applicable. The total amount of money the District will pay per New Summer Full-Time Student for this category is three hundred fifty U.S. dollars (\$350). (See Appendix A, Statements # 1-4.)
14. English Language Academy. Subject to Paragraph 20, for each Eligible ELA Full Time Student recruited by Educational Consultant who successfully applies, enrolls in ELA Full-Time, and pays in full, the District shall pay the Consultant a fee of three hundred fifty U.S. dollars (\$350) per student. Depending on student enrollment, the District may not offer ELA in the summer session, in which case the Educational Consultant will not be eligible for this fee for ELA. The District will pay the Educational Consultant a fee for an Eligible Full-Time ELA Student a maximum of two semesters and will pay for the second semester only if the Student attends and completes two consecutive semesters. The total amount of money the District will pay per New Full-Time Student for this category is seven hundred U.S. dollars (\$700). (See Appendix A, Statements # 1-4.) (See Appendix A, Statement # 3.)
15. Incentive Fee – Ten or Greater Students. In addition to the fees available in paragraphs 12 through 15, above, if the Educational Consultant recruits 10 or more New Regular Full-Time Students who successfully apply, enroll Full-Time, and pay in full for their first semester, the District will pay a single incentive flat fee of two thousand U.S. dollars (\$2,000) per the requirements of Paragraph 17 (“Incentive Fee”). (See Appendix A, Statement # 5.) The District will determine if Educational Consultant is eligible for this Incentive Fee and process the fee at the end of the semester based on an invoice that complies with Paragraph 21.
16. One (1) Incentive Fee is available each fall and each spring semester for recruiting the minimum quota (10 or greater). Students recruited in previous semesters do not count towards incentive quota. Only Eligible Regular Full-Time Students each Fall or Spring semester are counted towards the incentive fees.

17. All students must be recruited from overseas (outside the U.S.) and cannot be transfers from a U.S. domestic language program or from a U.S. college or university.
18. For the purposes of accurate invoice processing, it is Educational Consultant's responsibility to establish and notify the college of their representation of a particular student. Failure to establish that relationship with the student prior to the student applying to the District will invalidate any invoice for that particular student.
19. The District will only pay fees, including Incentive Fees, relating to those Students who meet the qualifications in this Agreement and who remain enrolled through the census date in full-time status beyond the census date (defined as the last day to drop a class and receive an enrollment fee refund).
20. The Educational Consultant shall deliver to the District, no earlier than thirty (30) days and no later than sixty (60) days after the census date, as published in the academic calendar, for study at a semester at the District, an invoice listing the fee owed to the Educational Consultant for that semester, in accordance with this Agreement, and the Students to which the fee relates. The invoice shall contain the detailed information about each Student's enrollment in order to support payment hereunder. If the Educational Consultant defaults on the terms for submission of invoice as specified above, the District has the right to decline payments.
21. If there is a dispute about an invoice, the District shall be entitled to withhold any fees until the dispute is resolved to the satisfaction of the District. The Educational Consultant shall provide all such other records and documentation requested by the District to substantiate the invoice.
22. The undisputed fee shall be paid to the Educational Consultant within forty five (45) days of receipt of an invoice from the Educational Consultant. The fee will be paid by check and mailed to the address the District has on file for the Educational Consultant. If payments have to be made in any other form, such as a wire transfer, any and all costs such as bank charges will be the responsibility of the Educational Consultant. The District has sole discretion to choose how payment is made to Educational Consultant. The Educational Consultant is responsible for all applicable taxes and fees related to payment of any fees paid by the District.

PERIOD OF AGREEMENT, TERMINATION, MISCELLANEOUS

23. This agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party. Either party to this Agreement may, in its sole discretion, terminate this Agreement with or without cause by giving the other party at least 30 days' prior written notice. In the event of termination without cause, the parties agree to fulfill their respective obligations associated with the current term or semester, prior to such termination becoming effective.
24. Termination for Cause. The District may terminate this agreement and be relieved of any consideration to Educational Consultant should Educational Consultant fail to perform the covenants herein at the time and in the manner provided. In the event of such termination, the District may proceed in any manner deemed proper by the District. The cost to the District

shall be deducted from any sum due the Agency under this Agreement, and the balance, if any, shall be paid by the Educational Consultant.

25. The Educational Consultant will deliver the Services in the Cambodia, China, Taiwan, Korea, Mexico, Ecuador, and Peru (the “Territory”). The Educational Consultant acknowledges and agrees that its rights to the Territory are non-exclusive and the District may, in its sole discretion, appoint another Educational Consultant or Educational Consultants to perform similar or identical services in the Territory or any part thereof at any time.
26. The District agrees to provide the District’s annual calendar and international recruitment information packages to the Educational Consultant and provide updated materials on an annual basis. All such materials are subject to change without notice. Notwithstanding the foregoing, it is the Educational Consultant's responsibility to ensure it has all complete, up-to-date and accurate information and materials that are prepared by the District and provided by the District in order for it to perform the Services at all times. The Educational Consultant shall not use any information and materials that are outdated.
27. All expenses and costs incurred by the Educational Consultant in providing the Services shall be the sole responsibility of the Educational Consultant, including without limitation all salaries, wages, benefits and other amounts owing to its employees, Educational Consultants and representatives. The Educational Consultant shall provide and supply, at its own expense, all office facilities, equipment, materials and supplies required to perform the Services except for the annual calendar and other materials produced by the District and specified as being provided by the District in this Agreement.
28. Upon termination or expiration of the Term, the Educational Consultant shall promptly return to the District or destroy, at the District’s option, all property of the District that is in Educational Consultant’s possession or control, including marketing materials, academic calendars and Confidential Information, whether in hard copy or in electronic form. “Confidential Information” is any information that may be protected under state or federal privacy laws and includes information that a person would reasonably understand to be confidential, including, but not limited to, student information (including directory information), health information, academic information, and proprietary information, including copyright and trade secrets. The above list is not meant to be exhaustive and Confidential Information does not need to be marked as such in order to be Confidential Information.
29. Upon termination or expiration of the Term, the Educational Consultant shall cease providing the Services and cease representing itself as an Educational Consultant of the District and the College, and shall pay all amounts owing (if any) to the District immediately.
30. The District shall not be responsible for paying fees to the Educational Consultant in respect of Students whose application is received by the District following the date of termination or expiration of the Term.

GENERAL TERMS

31. The District and the Educational Consultant acknowledge and agree that the relationship of the Educational Consultant to the District is that of an independent contractor. Nothing herein shall be construed so as to place the parties in the relationship of partners or employer/employee. The Educational Consultant shall have no authority to act for or bind the District and/or the College or enter into any contract or commitment on behalf of the District and/or the College, nor shall the Educational Consultant hold itself out as having such authority. The Educational Consultant shall indemnify and hold the District harmless from and against any liability resulting from a breach of this Section. The Educational Consultant and its employees, Educational Consultants and representatives shall not be entitled to any benefits whatsoever otherwise made available to District employees.
32. In the performance of this Agreement, Educational Consultant and its employees and agents, shall each act as an independent contractor and is not an employee, officer, agent, partner, or joint venture of District by virtue of this Agreement. Educational Consultant agrees that it is free from control and direction of the District; performs work that is outside the usual course of District's business; and is customarily engaged in an independently established trade, occupation or business of the same nature as the Services it will perform for District under this Agreement. Educational Consultant shall defend, indemnify and hold District harmless from any claims, demands or liabilities, arising from Educational Consultant's misclassification of its own workers providing Services hereunder as independent contractors, or from any claims, demands or liabilities, arising from Educational Consultant's failure to provide its own workers with wages and other employment benefits that are required by law.
33. The Educational Consultant represents, warrants and acknowledges that the District is relying upon the following, that: (a) Educational Consultant has corporate authority and capacity to perform the Services and carry on business, (b) there is no legal proceeding in progress, pending, threatened or affecting the Educational Consultant that involves a possibility of a material judgment or restriction against the Educational Consultant or its performance of the Services, and (c) there are no prior agreements or commitments affecting the Educational Consultant that would adversely affect the Educational Consultant or its ability to perform the Services.
34. Indemnification Clause. To the fullest extent permitted by law, Educational Consultant agrees to defend, indemnify, and hold harmless the District, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense, including reasonable attorney fees, arising out of any demand, liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the Educational Consultant, or those of any of its officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss caused by the gross negligence or intentional acts of the District or any of its agents or employees. This provision survives any termination of this Agreement.
35. To the fullest extent permitted by law, the District shall have no liability for any act or omission of the District, its directors, officers, employees and Educational Consultants in connection

with or related to this Agreement or the failure to provide materials to the Educational Consultant, or any costs, losses, damages or expenses arising from the Educational Consultant's performance of the Services under this Agreement. The Educational Consultant agrees that it shall not bring any claim or join in any proceeding against the District for any costs, losses, damages or expenses suffered in connection with this Agreement, unless due to District's fraud, intentional misconduct or if otherwise permitted by law.

36. The Educational Consultant shall comply with all applicable laws, regulations, rules and orders in the performance of its obligations under this Agreement, including all such laws and regulations applicable in the Territory and any other jurisdiction where the Educational Consultant carries on business, as well as laws and regulations applicable to the District.
37. Insurance. Each party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with coverage of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating performance. Certifications of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement and in effect for insuring incidents that occur within the United States may be requested by either party. Educational Consultant shall name District as an additional insured on any commercial general liability policy or other applicable insurance required hereunder and shall obtain a waiver of subrogation against the District regarding same. Educational Consultant's provision of insurance or self-insurance hereunder shall not operate as a potential limitation of liability.
38. The Educational Consultant acknowledges that a breach or threatened breach by Educational Consultant of any of the provisions of any of this Agreement could cause the District irreparable harm not compensable in damages alone. The Educational Consultant further acknowledges that it is essential to the effective enforcement of this Agreement that, in addition to any other remedies to which the District may be entitled at law or in equity or otherwise under this Agreement, the District be entitled to seek and obtain, in a summary manner, interim, interlocutory, and permanent injunctive relief, specific performance and other equitable remedies. The Educational Consultant agrees that such actions are fair and reasonable and are reasonably required for the protection of the District.
39. The Educational Consultant acknowledges that it has received and will receive Confidential Information of and from the District, which includes, but is not limited to, all information relating to the District, the College, administration, student information, financial information, and any other information that is confidential in nature, whether marked confidential or not. The Educational Consultant agrees that it will keep in strict confidence and not use and/or disclose the Confidential Information to any other person except only as reasonably required for the performance of the Services. The Educational Consultant shall limit access and use of the Confidential Information to those employees that have a need to know in order to perform the Services. The Educational Consultant shall be responsible for ensuring that its employees are aware of and agree to adhere to the confidentiality obligations set out herein. In addition,

the existence of and terms and conditions of this Agreement form part of the Confidential Information and are to be kept mutually and strictly confidential by the parties at all times. The obligations of the Educational Consultant under this Section shall exist and continue in full force and effect notwithstanding the termination or expiration of this Agreement or the breach or alleged breach by the District of this Agreement.

40. The District grants the Educational Consultant a non-exclusive, non-transferable license to use certain trademarks, logos, trade names or other intellectual property of the District and/or College as the District may specify to the Educational Consultant from time to time (the “Intellectual Property”) solely and exclusively for the purposes of the Educational Consultant performing the Services. The Educational Consultant shall have no right or interest to the Intellectual Property except as expressly provided herein. The District may revoke the license in this Section at any time. The Educational Consultant shall submit all documents, advertisements or other materials using any of the Intellectual Property to the District for approval prior to usage. Upon the termination or expiration of this Agreement, the Educational Consultant shall immediately cease using all of the Intellectual Property for any purpose whatsoever.
41. Under this Agreement, the District considers Educational Consultant to be a “school official” with “legitimate educational interests” performing an institutional service or function for which the District would otherwise use employees within the meaning of the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g and 34 C.F.R. Part 99, and California Education Code §§ 49060-49085. As such, 34 C.F.R. 99.31(a)(1)(i) allows the District to disclose personally identifiable information from education records of students without the consent required by 34 C.F.R. section 99.30. The Educational Consultant agrees to comply with FERPA and cooperate as a “school official” thereunder. The Educational Consultant shall comply with all applicable privacy legislation at all times. The Educational Consultant shall collect, use and disclose all applicants’ personal information which it obtains in relation to this Agreement and maintain the confidentiality and privacy of such information in accordance with all applicable laws in the United States and in the Territory. The Educational Consultant acknowledges that the District is subject to privacy legislation and shall assist the District in complying with all applicable privacy legislation as it relates to the Services performed as part of this Agreement including any disclosure requirements. Educational Consultant shall indemnify, defend and hold the District and the College harmless from any claims arising from a breach of any applicable privacy laws or regulations.
42. All notices and other communications required or permitted to be given in this Agreement shall be in writing and shall be given to the parties at the following addresses or at such other address as a party shall specify by like notice: 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:

Educational Consultant

China US Business Association

2400 E Katella Ave # 800

Anaheim, CA 92806

Mr. Ben Lai

President

DISTRICT

Rancho Santiago Community College
District

Santa Ana College

1530 W. 17th street

Santa Ana, CA 92706

Adam M. O'Connor

Interim Vice Chancellor
Business Operations/Fiscal Services

Mark C. Liang, J.D.

Dean of Enrollment and Support
Services

43. This written instrument constitutes the entire agreement between the parties and shall be interpreted and construed in accordance with the laws of the state of California and the federal laws of the United States of America applicable therein. There are no other agreements, understandings, representations or warranties, oral or otherwise. Any amendments to this Agreement shall have no force or effect unless made in writing and executed by both parties. Pursuant to the District's policies, this Agreement will not take effect until authorized by the Board of Trustees of the District.
44. If any provision of this Agreement shall to any extent be declared illegal or unenforceable by a duly authorized court of competent jurisdiction, then the remainder of this Agreement, or the application of such provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
45. Provisions of sections that, by their nature, must remain in effect beyond the termination or expiration of this Agreement survive the termination or expiration of this Agreement for any reason.

46. This Agreement is personal to the Educational Consultant and Educational Consultant may not assign this Agreement or any part thereof without the prior written consent of the District, which consent may be withheld at the District's discretion. This Agreement shall be binding upon the Educational Consultant and its successors and permitted assigns.
47. The Educational Consultant acknowledges that the Educational Consultant has been advised to obtain full and adequate independent legal advice with respect to this Agreement and has executed this Agreement freely, voluntarily, without duress and with full knowledge and understanding of its terms and conditions.
48. This Agreement may be executed in any number of counterparts, each of which, when taken together, shall constitute one and the same instrument. For purposes of this Agreement, electronic signatures shall be deemed originals.

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

District: Rancho Santiago Community
College District, on behalf of Santa Ana
College, International Student Program

Santa Ana College
 1530 W. 17th street
 Santa Ana, CA 92706

Educational Consultant
China US Business Association

2400 E Katella Ave # 800
 Anaheim, CA 92806

X _____

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

X _____

Mr. Ben Lai
President

Date: _____

Date: _____

APPENDIX A

The examples and scenarios below assume that all other terms and conditions in the Agreement are otherwise met and are intended as hypothetical scenarios only.

Statement #1: Consultant's fee is paid for consecutive semesters only.

Example #1: Student attends Fall 2018 as a New and Regular Full-Time Student and then attends Spring 2019.

Consulting fee will be paid for both Fall and Spring semesters as stated in this Agreement.

Example #2: Student attends Fall 2018 as a New and Regular Full-Time Student, Spring 2019 as a Regular Full-Time Student and Summer 2019 as a Summer Full-Time Student.

Consulting fee will be paid for Fall, Spring and Summer as stated in this Agreement.

Example #3: Student attends Fall 2018 as a New and Regular Full-Time Student, does not attend Spring 2019, then returns and attends Summer 2019 Full-Time and Fall 2019 Full-Time.

Consulting fee will be paid for Fall 2018 only. No fee is paid for Summer 2019 session or the Fall 2019 semester because student did not attend the Spring 2019 semester.

Example #4: Student attends Spring 2019 as a New and Regular Full-Time Student, Fall 2019 as a Regular Full-Time Student, and then Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time Student.

Consulting fee will be paid for Spring 2019 and Fall 2019; both semesters qualify for payment since they are consecutive. No fee will be paid for Spring 2020 because the fee for Regular Full-Time students is for a maximum of two semesters. The Consultant does not earn the fee for Summer 2020 because it is not consecutive to the eligible Spring 2019 and Fall 2019 semesters.

Statement #2: Educational Consultant's fee is paid for a maximum of two semesters (fall or spring). Summer session is excluded; summer is not considered a semester; however fee is paid if student attends college for the first time in the summer session or if student attends summer session after attending his/her first spring semester. For purposes of this Agreement, a summer session must consist of a minimum of 6 units.

Example #1: Student attends Spring 2019 as a New and Regular Full-Time Student and attends Fall 2019 as a Regular Full-Time Student. Then, student attends Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time student.

Consulting fee will be paid for Spring 2019 and Fall 2019; both semesters qualify for payment since they are consecutive. No fee will be paid for Spring 2020 because the fee for Regular Full-Time students is for a maximum of two semesters. The Consultant does not earn the fee for Summer 2020 because it is not consecutive to the eligible Spring 2019 and Fall 2019 semesters.

Example #2: Student attends Summer 2019 session as a New and Summer Full-Time Student and attends Fall 2019 as a Regular Full-Time Student. Then, the student attends Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time Student.

Consulting fee will be paid for Summer 2019 as student started college for the first time during summer session. Consulting fee will also be paid for Fall 2019 and Spring 2020 semesters.

No fee is paid for Summer 2020 and any subsequent semesters.

Example #3: Student attends Spring 2019 as a New and Regular Full-Time Student, attends Summer 2019 as a Summer Full-Time Student, and attends Fall 2019 as a Regular Full-Time Student.

Consulting fee will be paid for Spring 2019.

Consulting fee will be paid for Summer 2019 because student is attending Summer session after her first college semester.

Consulting fee will be paid for Fall 2019.

Statement #3: The College will pay Educational Consultant up to two semesters total, regardless of whether the student attended and paid for English Language Program (ELA) or the District's regular college credit program, in any combination of semester terms in accordance with the provisions contained herein; no tacking of ELA and College Credit allowed.

Example #1: Student attends the English Language Academy (ELA) in Fall 2018 as a New and ELA Full-Time Student, then attends Spring 2019 as a Regular Full-Time Student.

Consulting fee will be paid for both semesters (*fee is paid for up to two semesters regardless of the program student attended*).

Example #2: Student attends the English Language Academy (ELA) in Fall 2018 as a New and ELA Full-Time Student and attends the English Language Academy (ELA) in Spring 2019 as an ELA Full-Time Student. Then, student attends Fall 2019 as a Regular Full-Time Student.

Consulting fee will be paid for Fall 2018 and Spring 2019 (*fee is paid for up to two semesters; although student is attending the regular college credit program for his first time in Fall 2019, no consulting fee is paid for this semester; no tacking of fees allowed*)

Statement #4: Educational Consultant's fee is based on the number of students recruited per semester for the regular college credit program & ELA. Summer session is not considered a semester; however, a fee of \$350 is paid to the Educational Consultant for each New Summer Full-Time Student. For purposes of this Agreement, a Summer session consist of 6-8 weeks (equivalent to 6 units).

Scenario #1: Educational Consultant recruits five students (A,B,C,D,E) for Spring 2019 as New and Regular Full-Time Students.

The College will pay Educational Consultant a fee of \$700 per student for Spring 2019

If students, A,B,C,D, and E attend Summer 2019 as Summer Full-Time Students, the College will pay \$350 fee per student

If students, A,B,C,D, and E attend Fall 2019 as Regular Full-Time Students, the College will pay \$700 fee per student

If students, A,B,C,D, and E attend Spring 2020 as Regular Full-Time Students, no fee is to be paid to Consultant as we have already paid the maximum per contract (*fee is to a maximum of two consecutive semesters in the regular college credit program*)

Scenario #2: Educational Consultant recruits six or more students for Spring 2019 as New and Regular Full-Time Students.

The College will pay Educational Consultant a fee of \$750 per student, for the sixth and subsequent students, for Spring 2019.

If the sixth and subsequent students attend Summer 2019 as Summer Full-Time Students, the College will pay \$350 fee per student

If the sixth and subsequent students attend Fall 2019 as Regular Full-Time Students, the College will pay \$750 fee per student

If the sixth and subsequent students attend the Spring 2020 as Regular Full-Time Students or subsequent semesters, no fee is to be paid to Educational Consultant as we have already paid the maximum per contract (*fee is to a maximum of two consecutive semesters*)

Statement #5: Educational Consultant will be eligible for an Incentive Fee of \$2,000 US dollars for the recruitment of a minimum of 10 New students (10 or greater) who successfully apply to District, enroll Regular Full-Time, and pay tuition fees in full for one semester. Incentive is available every semester for recruiting the minimum quota (**10** or greater) of New Regular Full-Time Students. Students recruited in previous semester(s) do not count towards the incentive quota; Students must be New and Regular Full-Time college credit students to be eligible for the incentive fee.

Scenario #1: The Educational Consultant recruits 12 New Regular Full-Time Students for fall 2018.

The District will pay Educational Consulting fee for each of the 12 New Regular Full-Time Students recruited who successfully apply, enroll full-time, and pay their tuition fees in full for Fall 2018. Additionally, The District will pay Educational Consultant \$2,000 as an Incentive Fee for recruiting a minimum of 10 New college credit students.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Student Services

| | |
|---|-------------------------|
| To: Board of Trustees | Date: December 14, 2020 |
| Re: Approval of Rancho Santiago Community College District International Student Recruitment Agreement with Blue Bell Service Company Limited | |
| Action: Request for Approval | |

BACKGROUND

According to an American Council of Education report, since 2016 the percentage of schools using international student recruiting agents in the United States has increased from 11 percent to 30 percent. Using international student recruiting agents is one strategy of many and should be used as part of a whole recruitment plan, including traditional recruitment, local English schools, and social media. International student agents are an important part of a recruiting strategy for a strong and diverse international student body.

ANALYSIS

Santa Ana College seeks to provide a more supportive and comprehensive experience for prospective students. Having an international student recruitment agent with permanent presence in-country and knowledge of the culture, primary educational structure and language contributes significantly to a more supportive experience. International student recruitment agents have knowledge of the local markets to help make international student recruiting more cost effective and less resource intensive, which in turn has the potential to boost international student enrollment to Santa Ana College. This Agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party.

RECOMMENDATION

It is recommended the Board of Trustees approve the Rancho Santiago Community College District International Student Recruitment Agreement with Blue Bell Service Company Limited, located in the country of Vietnam, as presented.

| | |
|---|-------------------------------|
| Fiscal Impact: \$700-\$750 per student | Board Date: December 14, 2020 |
| Prepared by: Vaniethia Hubbard, Ed.D., Vice President, Student Services Mark C. Liang, J.D., Dean, Enrollment and Support Services | |
| Submitted by: Marilyn Flores, Ph.D., Interim President, Santa Ana College | |
| Recommended by: Marvin Martinez, Chancellor, RSCCD | |



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT INTERNATIONAL STUDENT RECRUITMENT AGREEMENT

This Agreement is made and entered into between Rancho Santiago Community College District (“District”) on behalf of Santa Ana College, International Student Program, hereinafter called the District and Blue Bell Service Company Limited, a licensed educational consultant in Vietnam, hereinafter the Educational Consultant.

RECITALS

WHEREAS, the **District** wishes to attract international student applicants to apply to and enroll at its college, **Santa Ana College** (hereinafter the “**College**”);

WHEREAS, the Educational Consultant has the capacity and capability to promote and market the College to potential students in Vietnam (“the “**Territory**”); and

WHEREAS, the District wishes to retain the services of the Educational Consultant on the terms and conditions set out herein and the Educational Consultant agrees to provide such Services, as defined below.

AGREEMENT

NOW THEREFORE in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereby covenant and agree as follows:

EDUCATIONAL CONSULTANT SERVICES

1. The District grants the Educational Consultant the non-exclusive right to represent the College for the purpose of recruiting international applicants for admission to the College.
2. The Educational Consultant accepts the foregoing appointment and agrees to provide promotion, marketing and recruitment services to actively and accurately promote the College within the Territory for the purpose of recruiting international applicants to the College (the “**Services**”).
3. The Educational Consultant shall use its best efforts and diligently perform the Services and conduct itself in a competent and wholly professional manner at all times. The Educational Consultant shall ensure that all of its employees, Educational Consultants and representatives are duly qualified and competent to provide the Services and shall comply with all terms of this Agreement. The Educational Consultant shall recruit only those applicants whom it believes can meet the academic and admission requirements of the College, as such academic and admission requirements are made known by the District to the Educational Consultant, and those found in the District’s Course Catalog for the College.
4. In performing the Services pursuant to this Agreement, the Educational Consultant shall

comply with all instructions of the District, as well as all specifications, standards, confidentiality, policies and procedures of the District and the College, as they may change from time to time.

5. The Educational Consultant shall not subcontract or delegate the Services to any other person or entity without the prior written consent of the District, which consent may be withheld in the District's sole and absolute discretion.

EDUCATIONAL CONSULTANT'S RESPONSIBILITIES

6. The District will provide any marketing materials to the Educational Consultant at training sessions and will deliver them to the Educational Consultant upon the Educational Consultant's reasonable request. The Educational Consultant shall use such marketing materials in its performance of the Services. If the Educational Consultant wishes to use other marketing materials not provided by the District, the Educational Consultant acknowledges that Educational Consultant is doing so as work made for hire and must submit such materials to the District for its prior written approval, which approval may be withheld in the District's sole and absolute discretion. Educational Consultant acknowledges and agrees that any materials that Educational Consultant creates during the term of this Agreement shall be work made for hire, and all ownership in and to such materials shall vest, upon creation, in the District. The Educational Consultant shall make any changes to such materials as the District may advise in its discretion.
7. The Educational Consultant shall keep records of its promotion and marketing activities, including the location of its activities and the names and contact information, specifically the email or phone number of potential students. The Educational Consultant shall provide regular market updates of its activities in the Territory (including reasonable details) to the District upon request.
8. As part of the Services, the Educational Consultant shall assist applicants with completing their applications to the College, visa applications, making payments to the District, and provide any other assistance relating to the applicant's application to and enrollment at the College. The Educational Consultant shall pre-screen all applicants to ensure their eligibility to enter the United States on a student visa.
9. The Educational Consultant shall ensure that all information it provides to applicants is true, accurate, complete and not misleading or false in any way. The Educational Consultant shall not, directly or indirectly, make any misrepresentation or mislead applicants about whether or not the College will accept the applicant, the nature of the courses and programs offered by the College or any other matter concerning the College or the District and the applicant's application thereto. The Educational Consultant shall not make any representation or statement that is inconsistent with the laws applicable to the District or contrary to the College's or District's policies and procedures in any way. The Educational Consultant shall indemnify, defend and hold the District and the College harmless from any and all claims, demands, liabilities, actions, causes of action, or other administrative or legal proceedings that arise from

Educational Consultant's misleading, inaccurate or untrue statements or representations or omissions to any applicant or third party. Notwithstanding any other provision herein, the District has the right to terminate this Agreement immediately and without notice if the Educational Consultant makes any untrue, inaccurate, incomplete, misleading, or false statements to any third party.

10. The Educational Consultant acknowledges that the District retains full and complete discretion about whether or not to accept an applicant for enrollment. The Educational Consultant shall not make any representations or statements that the District has accepted an applicant or will accept an applicant. The Educational Consultant shall have no authority to accept an applicant or guarantee an applicant's acceptance by the District.

PAYMENT TERMS AND CONDITIONS

11. Subject to Paragraph 20, if the District accepts any of the Educational Consultant's applicants for admission as a new and full time student ("Student"), the District shall pay the Educational Consultant a fee as outlined below and in Appendix A. The amount of Educational Consultant's fee is based on the number of New Students enrolled as the result of the Educational Consultant's identified applicants who enroll as Regular Full-Time, Summer Full Time, or ELA Full Time, as those terms are defined herein. A Student is defined as new when they are attending their first semester, session, or class at the District, unless otherwise specified herein (hereinafter "New"). A student is considered full-time when they either (a) enroll in a minimum of 12 units at the District for a semester in a regular college credit program (hereinafter "Regular Full-Time"); (b) enroll in 6 units for a summer session (hereinafter "Summer Full-Time"), or (c) attend the English Language Academy (ELA) (hereinafter "ELA Full-Time"). Units for the purpose of this Agreement is defined as the District's credit units applicable towards maintaining F-1 status. A Student is considered eligible to be counted toward the Educational Consultant's fee if the student began attending the District as a New Student and continues attending the District for a second Regular Full-Time semester, Summer Full-Time session, and/or ELA Full-Time session in accordance with paragraphs 12-15, below (hereinafter "Eligible").
12. First Five Eligible Regular Full-Time Students. Subject to Paragraph 20, for each of the first five Eligible Regular Full-Time Students who the Educational Consultant recruits and who successfully apply, enroll Regular Full-Time, and pay in full for at least one Fall or Spring semester at the District during a given Academic Year (August to June), the District shall pay the Educational Consultant a fee of seven hundred U.S. dollars (\$700) per student for each semester the student attends for a maximum of two (2) semesters as published in the academic calendar. The District will pay the Educational Consultant this fee for the second semester only if the Eligible Student attends two consecutive regular semesters. Regular semesters are considered consecutive even where the Student attends as a Summer Full-Time Student in a session between a consecutive Spring semester and Fall semester. The total amount of money the District will pay per Eligible Full-Time Student for this category is fourteen hundred U.S. dollars (\$1400). (See Appendix A, Statements # 1-4.)
13. Sixth and Subsequent Eligible Regular Full-Time Students. Subject to Paragraph 20, for each

of the sixth and subsequent Eligible Regular Full-Time Students (6 or greater) who are recruited by the Educational Consultant and who successfully apply, enroll Regular Full-Time, and pay in full for at least one Fall or Spring semester at the District during a given Academic Year (August to June), the District shall pay the Educational Consultant a fee of seven hundred fifty U.S. dollars (\$750) per student for each semester the student attends for a maximum of two (2) semesters as published in the academic calendar. The District will pay the Educational Consultant this fee for the second semester only if the Eligible Student attends two consecutive regular semesters. Regular semesters are considered consecutive even where the Student attends as a Summer Full-Time Student in a session between a consecutive Spring semester and Fall semester. The total amount of money the District will pay per Eligible Full-Time Student for this category is fifteen hundred U.S. dollars (\$1500). (See Appendix A, Statements # 1-4.)

14. Summer Session. Subject to Paragraph 20, for each Eligible Summer Full-Time Student recruited by Educational Consultant who successfully applies, enrolls in Summer Full-Time, and pays in full his/her first Summer session, the District shall pay the Consultant a fee of three hundred fifty U.S. dollars (\$350) per student. The District will pay this fee if the Eligible Summer Full Time Student attends college for the first time in the Summer session or if student attends Summer session after attending his/her first Spring semester. This Summer session Educational Consultant fee is in addition to the fees available in paragraphs 12 and 13, above, if applicable. The total amount of money the District will pay per New Summer Full-Time Student for this category is three hundred fifty U.S. dollars (\$350). (See Appendix A, Statements # 1-4.)
15. English Language Academy. Subject to Paragraph 20, for each Eligible ELA Full Time Student recruited by Educational Consultant who successfully applies, enrolls in ELA Full-Time, and pays in full, the District shall pay the Consultant a fee of three hundred fifty U.S. dollars (\$350) per student. Depending on student enrollment, the District may not offer ELA in the summer session, in which case the Educational Consultant will not be eligible for this fee for ELA. The District will pay the Educational Consultant a fee for an Eligible Full-Time ELA Student a maximum of two semesters and will pay for the second semester only if the Student attends and completes two consecutive semesters. The total amount of money the District will pay per New Full-Time Student for this category is seven hundred U.S. dollars (\$700). (See Appendix A, Statements # 1-4.) (See Appendix A, Statement # 3.)
16. Incentive Fee – Ten or Greater Students. In addition to the fees available in paragraphs 12 through 15, above, if the Educational Consultant recruits 10 or more New Regular Full-Time Students who successfully apply, enroll Full-Time, and pay in full for their first semester, the District will pay a single incentive flat fee of two thousand U.S. dollars (\$2,000) per the requirements of Paragraph 17 (“Incentive Fee”). (See Appendix A, Statement # 5.) The District will determine if Educational Consultant is eligible for this Incentive Fee and process the fee at the end of the semester based on an invoice that complies with Paragraph 21.
17. One (1) Incentive Fee is available each fall and each spring semester for recruiting the minimum quota (10 or greater). Students recruited in previous semesters do not count towards incentive quota. Only Eligible Regular Full-Time Students each Fall or Spring semester are counted towards the incentive fees.

18. All students must be recruited from overseas (outside the U.S.) and cannot be transfers from a U.S. domestic language program or from a U.S. college or university.
19. For the purposes of accurate invoice processing, it is Educational Consultant's responsibility to establish and notify the college of their representation of a particular student. Failure to establish that relationship with the student prior to the student applying to the District will invalidate any invoice for that particular student.
20. The District will only pay fees, including Incentive Fees, relating to those Students who meet the qualifications in this Agreement and who remain enrolled through the census date in full-time status beyond the census date (defined as the last day to drop a class and receive an enrollment fee refund).
21. The Educational Consultant shall deliver to the District, no earlier than thirty (30) days and no later than sixty (60) days after the census date, as published in the academic calendar, for study at a semester at the District, an invoice listing the fee owed to the Educational Consultant for that semester, in accordance with this Agreement, and the Students to which the fee relates. The invoice shall contain the detailed information about each Student's enrollment in order to support payment hereunder. If the Educational Consultant defaults on the terms for submission of invoice as specified above, the District has the right to decline payments.
22. If there is a dispute about an invoice, the District shall be entitled to withhold any fees until the dispute is resolved to the satisfaction of the District. The Educational Consultant shall provide all such other records and documentation requested by the District to substantiate the invoice.
23. The undisputed fee shall be paid to the Educational Consultant within forty five (45) days of receipt of an invoice from the Educational Consultant. The fee will be paid by check and mailed to the address the District has on file for the Educational Consultant. If payments have to be made in any other form, such as a wire transfer, any and all costs such as bank charges will be the responsibility of the Educational Consultant. The District has sole discretion to choose how payment is made to Educational Consultant. The Educational Consultant is responsible for all applicable taxes and fees related to payment of any fees paid by the District.

PERIOD OF AGREEMENT, TERMINATION, MISCELLANEOUS

24. This agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party. Either party to this Agreement may, in its sole discretion, terminate this Agreement with or without cause by giving the other party at least 30 days' prior written notice. In the event of termination without cause, the parties agree to fulfill their respective obligations associated with the current term or semester, prior to such termination becoming effective.
25. Termination for Cause. The District may terminate this agreement and be relieved of any consideration to Educational Consultant should Educational Consultant fail to perform the covenants herein at the time and in the manner provided. In the event of such termination, the District may proceed in any manner deemed proper by the District. The cost to the District

shall be deducted from any sum due the Agency under this Agreement, and the balance, if any, shall be paid by the Educational Consultant.

26. The Educational Consultant will deliver the Services in Vietnam (the “Territory”). The Educational Consultant acknowledges and agrees that its rights to the Territory are non-exclusive and the District may, in its sole discretion, appoint another Educational Consultant or Educational Consultants to perform similar or identical services in the Territory or any part thereof at any time.
27. The District agrees to provide the District’s annual calendar and international recruitment information packages to the Educational Consultant and provide updated materials on an annual basis. All such materials are subject to change without notice. Notwithstanding the foregoing, it is the Educational Consultant's responsibility to ensure it has all complete, up-to-date and accurate information and materials that are prepared by the District and provided by the District in order for it to perform the Services at all times. The Educational Consultant shall not use any information and materials that are outdated.
28. All expenses and costs incurred by the Educational Consultant in providing the Services shall be the sole responsibility of the Educational Consultant, including without limitation all salaries, wages, benefits and other amounts owing to its employees, Educational Consultants and representatives. The Educational Consultant shall provide and supply, at its own expense, all office facilities, equipment, materials and supplies required to perform the Services except for the annual calendar and other materials produced by the District and specified as being provided by the District in this Agreement.
29. Upon termination or expiration of the Term, the Educational Consultant shall promptly return to the District or destroy, at the District’s option, all property of the District that is in Educational Consultant’s possession or control, including marketing materials, academic calendars and Confidential Information, whether in hard copy or in electronic form. “Confidential Information” is any information that may be protected under state or federal privacy laws and includes information that a person would reasonably understand to be confidential, including, but not limited to, student information (including directory information), health information, academic information, and proprietary information, including copyright and trade secrets. The above list is not meant to be exhaustive and Confidential Information does not need to be marked as such in order to be Confidential Information.
30. Upon termination or expiration of the Term, the Educational Consultant shall cease providing the Services and cease representing itself as an Educational Consultant of the District and the College, and shall pay all amounts owing (if any) to the District immediately. The District shall not be responsible for paying fees to the Educational Consultant in respect of Students whose application is received by the District following the date of termination or expiration of the Term.

GENERAL TERMS

31. The District and the Educational Consultant acknowledge and agree that the relationship of the

Educational Consultant to the District is that of an independent contractor. Nothing herein shall be construed so as to place the parties in the relationship of partners or employer/employee. The Educational Consultant shall have no authority to act for or bind the District and/or the College or enter into any contract or commitment on behalf of the District and/or the College, nor shall the Educational Consultant hold itself out as having such authority. The Educational Consultant shall indemnify and hold the District harmless from and against any liability resulting from a breach of this Section. The Educational Consultant and its employees, Educational Consultants and representatives shall not be entitled to any benefits whatsoever otherwise made available to District employees.

32. In the performance of this Agreement, Educational Consultant and its employees and agents, shall each act as an independent contractor and is not an employee, officer, agent, partner, or joint venture of District by virtue of this Agreement. Educational Consultant agrees that it is free from control and direction of the District; performs work that is outside the usual course of District's business; and is customarily engaged in an independently established trade, occupation or business of the same nature as the Services it will perform for District under this Agreement. Educational Consultant shall defend, indemnify and hold District harmless from any claims, demands or liabilities, arising from Educational Consultant's misclassification of its own workers providing Services hereunder as independent contractors, or from any claims, demands or liabilities, arising from Educational Consultant's failure to provide its own workers with wages and other employment benefits that are required by law.
33. The Educational Consultant represents, warrants and acknowledges that the District is relying upon the following, that: (a) Educational Consultant has corporate authority and capacity to perform the Services and carry on business, (b) there is no legal proceeding in progress, pending, threatened or affecting the Educational Consultant that involves a possibility of a material judgment or restriction against the Educational Consultant or its performance of the Services, and (c) there are no prior agreements or commitments affecting the Educational Consultant that would adversely affect the Educational Consultant or its ability to perform the Services.
34. Indemnification Clause. To the fullest extent permitted by law, Educational Consultant agrees to defend, indemnify, and hold harmless the District, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense, including reasonable attorney fees, arising out of any demand, liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the Educational Consultant, or those of any of its officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss caused by the gross negligence or intentional acts of the District or any of its agents or employees. This provision survives any termination of this Agreement.
35. To the fullest extent permitted by law, the District shall have no liability for any act or omission of the District, its directors, officers, employees and Educational Consultants in connection with or related to this Agreement or the failure to provide materials to the Educational Consultant, or any costs, losses, damages or expenses arising from the Educational Consultant's performance of the Services under this Agreement. The Educational Consultant

agrees that it shall not bring any claim or join in any proceeding against the District for any costs, losses, damages or expenses suffered in connection with this Agreement, unless due to District's fraud, intentional misconduct or if otherwise permitted by law.

36. The Educational Consultant shall comply with all applicable laws, regulations, rules and orders in the performance of its obligations under this Agreement, including all such laws and regulations applicable in the Territory and any other jurisdiction where the Educational Consultant carries on business, as well as laws and regulations applicable to the District.
37. Insurance. Each party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with coverage of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating performance. Certifications of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement and in effect for insuring incidents that occur within the United States may be requested by either party. Educational Consultant shall name District as an additional insured on any commercial general liability policy or other applicable insurance required hereunder and shall obtain a waiver of subrogation against the District regarding same. Educational Consultant's provision of insurance or self-insurance hereunder shall not operate as a potential limitation of liability.
38. The Educational Consultant acknowledges that a breach or threatened breach by Educational Consultant of any of the provisions of any of this Agreement could cause the District irreparable harm not compensable in damages alone. The Educational Consultant further acknowledges that it is essential to the effective enforcement of this Agreement that, in addition to any other remedies to which the District may be entitled at law or in equity or otherwise under this Agreement, the District be entitled to seek and obtain, in a summary manner, interim, interlocutory, and permanent injunctive relief, specific performance and other equitable remedies. The Educational Consultant agrees that such actions are fair and reasonable and are reasonably required for the protection of the District.
39. The Educational Consultant acknowledges that it has received and will receive Confidential Information of and from the District, which includes, but is not limited to, all information relating to the District, the College, administration, student information, financial information, and any other information that is confidential in nature, whether marked confidential or not. The Educational Consultant agrees that it will keep in strict confidence and not use and/or disclose the Confidential Information to any other person except only as reasonably required for the performance of the Services. The Educational Consultant shall limit access and use of the Confidential Information to those employees that have a need to know in order to perform the Services. The Educational Consultant shall be responsible for ensuring that its employees are aware of and agree to adhere to the confidentiality obligations set out herein. In addition, the existence of and terms and conditions of this Agreement form part of the Confidential Information and are to be kept mutually and strictly confidential by the parties at all times. The obligations of the Educational Consultant under this Section shall exist and continue in full

force and effect notwithstanding the termination or expiration of this Agreement or the breach or alleged breach by the District of this Agreement.

40. The District grants the Educational Consultant a non-exclusive, non-transferable license to use certain trademarks, logos, trade names or other intellectual property of the District and/or College as the District may specify to the Educational Consultant from time to time (the “Intellectual Property”) solely and exclusively for the purposes of the Educational Consultant performing the Services. The Educational Consultant shall have no right or interest to the Intellectual Property except as expressly provided herein. The District may revoke the license in this Section at any time. The Educational Consultant shall submit all documents, advertisements or other materials using any of the Intellectual Property to the District for approval prior to usage. Upon the termination or expiration of this Agreement, the Educational Consultant shall immediately cease using all of the Intellectual Property for any purpose whatsoever.
41. Under this Agreement, the District considers Educational Consultant to be a “school official” with “legitimate educational interests” performing an institutional service or function for which the District would otherwise use employees within the meaning of the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g and 34 C.F.R. Part 99, and California Education Code §§ 49060-49085. As such, 34 C.F.R. 99.31(a)(1)(i) allows the District to disclose personally identifiable information from education records of students without the consent required by 34 C.F.R. section 99.30. The Educational Consultant agrees to comply with FERPA and cooperate as a “school official” thereunder. The Educational Consultant shall comply with all applicable privacy legislation at all times. The Educational Consultant shall collect, use and disclose all applicants’ personal information which it obtains in relation to this Agreement and maintain the confidentiality and privacy of such information in accordance with all applicable laws in the United States and in the Territory. The Educational Consultant acknowledges that the District is subject to privacy legislation and shall assist the District in complying with all applicable privacy legislation as it relates to the Services performed as part of this Agreement including any disclosure requirements. Educational Consultant shall indemnify, defend and hold the District and the College harmless from any claims arising from a breach of any applicable privacy laws or regulations.
42. All notices and other communications required or permitted to be given in this Agreement shall be in writing and shall be given to the parties at the following addresses or at such other address as a party shall specify by like notice: 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:

Educational Consultant
Blue Bell Service Company Limited

286/12 To Hien Thanh Street

Ward 15, District 10

Vietnam

Ms. Bach Thi Luyen

Founder

DISTRICT

Rancho Santiago Community College
District

Santa Ana College

1530 W. 17th street

Santa Ana, CA 92706

Adam M. O'Connor

Interim Vice Chancellor

Business Operations/Fiscal Services

Mark C. Liang, J.D.

Dean of Enrollment and Support

Services

43. This written instrument constitutes the entire agreement between the parties and shall be interpreted and construed in accordance with the laws of the state of California and the federal laws of the United States of America applicable therein. There are no other agreements, understandings, representations or warranties, oral or otherwise. Any amendments to this Agreement shall have no force or effect unless made in writing and executed by both parties. Pursuant to the District's policies, this Agreement will not take effect until authorized by the Board of Trustees of the District.
44. If any provision of this Agreement shall to any extent be declared illegal or unenforceable by a duly authorized court of competent jurisdiction, then the remainder of this Agreement, or the application of such provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
45. Provisions of sections that, by their nature, must remain in effect beyond the termination or expiration of this Agreement survive the termination or expiration of this Agreement for any reason.
46. This Agreement is personal to the Educational Consultant and Educational Consultant may not assign this Agreement or any part thereof without the prior written consent of the District, which consent may be withheld at the District's discretion. This Agreement shall be binding upon the Educational Consultant and its successors and permitted assigns.

47. The Educational Consultant acknowledges that the Educational Consultant has been advised to obtain full and adequate independent legal advice with respect to this Agreement and has executed this Agreement freely, voluntarily, without duress and with full knowledge and understanding of its terms and conditions.
48. This Agreement may be executed in any number of counterparts, each of which, when taken together, shall constitute one and the same instrument. For purposes of this Agreement, electronic signatures shall be deemed originals.

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

**District: Rancho Santiago Community
College District, on behalf of Santa
Ana College, International Student
Program**

Blue Bell Service Company Limited

Santa Ana College
1530 W. 17th street
Santa Ana, CA 92706

286/12 To Hien Thanh Street
Ward 15, District 10
Vietnam

X _____

X _____

Adam M. O'Connor

Ms. Bach Thi Luyen

Interim Vice Chancellor
Business Operations/Fiscal Services

Founder

Date: _____

Date: _____

APPENDIX A

The examples and scenarios below assume that all other terms and conditions in the Agreement are otherwise met and are intended as hypothetical scenarios only.

Statement #1: Consultant's fee is paid for consecutive semesters only.

Example #1: Student attends Fall 2018 as a New and Regular Full-Time Student and then attends Spring 2019.

Consulting fee will be paid for both Fall and Spring semesters as stated in this Agreement.

Example #2: Student attends Fall 2018 as a New and Regular Full-Time Student, Spring 2019 as a Regular Full-Time Student and Summer 2019 as a Summer Full-Time Student.

Consulting fee will be paid for Fall, Spring and Summer as stated in this Agreement.

Example #3: Student attends Fall 2018 as a New and Regular Full-Time Student, does not attend Spring 2019, then returns and attends Summer 2019 Full-Time and Fall 2019 Full-Time.

Consulting fee will be paid for Fall 2018 only. No fee is paid for Summer 2019 session or the Fall 2019 semester because student did not attend the Spring 2019 semester.

Example #4: Student attends Spring 2019 as a New and Regular Full-Time Student, Fall 2019 as a Regular Full-Time Student, and then Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time Student.

Consulting fee will be paid for Spring 2019 and Fall 2019; both semesters qualify for payment since they are consecutive. No fee will be paid for Spring 2020 because the fee for Regular Full-Time students is for a maximum of two semesters. The Consultant does not earn the fee for Summer 2020 because it is not consecutive to the eligible Spring 2019 and Fall 2019 semesters.

Statement #2: Educational Consultant's fee is paid for a maximum of two semesters (fall or spring). Summer session is excluded; summer is not considered a semester; however fee is paid if student attends college for the first time in the summer session or if student attends summer session after attending his/her first spring semester. For purposes of this Agreement, a summer session must consist of a minimum of 6 units.

Example #1: Student attends Spring 2019 as a New and Regular Full-Time Student and attends Fall 2019 as a Regular Full-Time Student. Then, student attends Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time student.

Consulting fee will be paid for Spring 2019 and Fall 2019; both semesters qualify for payment since they are consecutive. No fee will be paid for Spring 2020 because the fee for Regular Full-Time students is for a maximum of two semesters. The Consultant does not earn the fee for Summer 2020 because it is not consecutive to the eligible Spring 2019 and Fall 2019 semesters.

Example #2: Student attends Summer 2019 session as a New and Summer Full-Time Student and attends Fall 2019 as a Regular Full-Time Student. Then, the student attends Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time Student.

Consulting fee will be paid for Summer 2019 as student started college for the first time during summer session. Consulting fee will also be paid for Fall 2019 and Spring 2020 semesters.

No fee is paid for Summer 2020 and any subsequent semesters.

Example #3: Student attends Spring 2019 as a New and Regular Full-Time Student, attends Summer 2019 as a Summer Full-Time Student, and attends Fall 2019 as a Regular Full-Time Student.

Consulting fee will be paid for Spring 2019.

Consulting fee will be paid for Summer 2019 because student is attending Summer session after her first college semester.

Consulting fee will be paid for Fall 2019.

Statement #3: The College will pay Educational Consultant up to two semesters total, regardless of whether the student attended and paid for English Language Program (ELA) or the District's regular college credit program, in any combination of semester terms in accordance with the provisions contained herein; no tacking of ELA and College Credit allowed.

Example #1: Student attends the English Language Academy (ELA) in Fall 2018 as a New and ELA Full-Time Student, then attends Spring 2019 as a Regular Full-Time Student.

Consulting fee will be paid for both semesters (*fee is paid for up to two semesters regardless of the program student attended*).

Example #2: Student attends the English Language Academy (ELA) in Fall 2018 as a New and ELA Full-Time Student and attends the English Language Academy (ELA) in Spring 2019 as an ELA Full-Time Student. Then, student attends Fall 2019 as a Regular Full-Time Student.

Consulting fee will be paid for Fall 2018 and Spring 2019 (*fee is paid for up to two semesters; although student is attending the regular college credit program for his first time in Fall 2019, no consulting fee is paid for this semester; no tacking of fees allowed*)

Statement #4: Educational Consultant's fee is based on the number of students recruited per semester for the regular college credit program & ELA. Summer session is not considered a semester; however, a fee of \$350 is paid to the Educational Consultant for each New Summer Full-Time Student. For purposes of this Agreement, a Summer session consist of 6-8 weeks (equivalent to 6 units).

Scenario #1: Educational Consultant recruits five students (A,B,C,D,E) for Spring 2019 as New and Regular Full-Time Students.

The College will pay Educational Consultant a fee of \$700 per student for Spring 2019

If students, A,B,C,D, and E attend Summer 2019 as Summer Full-Time Students, the College will pay \$350 fee per student

If students, A,B,C,D, and E attend Fall 2019 as Regular Full-Time Students, the College will pay \$700 fee per student

If students, A,B,C,D, and E attend Spring 2020 as Regular Full-Time Students, no fee is to be paid to Consultant as we have already paid the maximum per contract (*fee is to a maximum of two consecutive semesters in the regular college credit program*)

Scenario #2: Educational Consultant recruits six or more students for Spring 2019 as New and Regular Full-Time Students.

The College will pay Educational Consultant a fee of \$750 per student, for the sixth and subsequent students, for Spring 2019.

If the sixth and subsequent students attend Summer 2019 as Summer Full-Time Students, the College will pay \$350 fee per student

If the sixth and subsequent students attend Fall 2019 as Regular Full-Time Students, the College will pay \$750 fee per student

If the sixth and subsequent students attend the Spring 2020 as Regular Full-Time Students or subsequent semesters, no fee is to be paid to Educational Consultant as we have already paid the maximum per contract (*fee is to a maximum of two consecutive semesters*)

Statement #5: Educational Consultant will be eligible for an Incentive Fee of \$2,000 US dollars for the recruitment of a minimum of 10 New students (10 or greater) who successfully apply to District, enroll Regular Full-Time, and pay tuition fees in full for one semester. Incentive is available every semester for recruiting the minimum quota (**10** or greater) of New Regular Full-Time Students. Students recruited in previous semester(s) do not count towards the incentive quota; Students must be New and Regular Full-Time college credit students to be eligible for the incentive fee.

Scenario #1: The Educational Consultant recruits 12 New Regular Full-Time Students for fall 2018.

The District will pay Educational Consulting fee for each of the 12 New Regular Full-Time Students recruited who successfully apply, enroll full-time, and pay their tuition fees in full for Fall 2018. Additionally, The District will pay Educational Consultant \$2,000 as an Incentive Fee for recruiting a minimum of 10 New college credit students.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Student Services

| | | |
|---------|---|-------------------------|
| To: | Board of Trustees | Date: December 14, 2020 |
| Re: | Approval of Rancho Santiago Community College District International Student Recruitment Agreement with Asia Europe Co., Ltd. | |
| Action: | Request for Approval | |

BACKGROUND

According to an American Council of Education report, since 2016 the percentage of schools using international student recruiting agents in the United States has increased from 11 percent to 30 percent. Using international student recruiting agents is one strategy of many and should be used as part of a whole recruitment plan, including traditional recruitment, local English schools, and social media. International student agents are an important part of a recruiting strategy for a strong and diverse international student body.

ANALYSIS

Santa Ana College seeks to provide a more supportive and comprehensive experience for prospective students. Having an international student recruitment agent with permanent presence in-country and knowledge of the culture, primary educational structure and language contributes significantly to a more supportive experience. International student recruitment agents have knowledge of the local markets to help make international student recruiting more cost effective and less resource intensive, which in turn has the potential to boost international student enrollment to Santa Ana College. This Agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party.

RECOMMENDATION

It is recommended the Board of Trustees approve the Rancho Santiago Community College District International Student Recruitment Agreement with Asia Europe Co., Ltd., located in the country of Vietnam, as presented.

| | | |
|-----------------|--|-------------------------------|
| Fiscal Impact: | \$700-\$750 per student | Board Date: December 14, 2020 |
| Prepared by: | Vaniethia Hubbard, Ed.D., Vice President, Student Services Mark C. Liang, J.D., Dean, Enrollment and Support Services | |
| Submitted by: | Marilyn Flores, Ph.D., Interim President, Santa Ana College | |
| Recommended by: | Marvin Martinez, Chancellor, RSCCD | |



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
INTERNATIONAL STUDENT RECRUITMENT AGREEMENT

This Agreement is made and entered into between Rancho Santiago Community College District (“District”) on behalf of Santa Ana College, International Student Program, hereinafter called the District and Asia Europe Co., Ltd., a licensed educational consultant in Vietnam, hereinafter the Educational Consultant.

RECITALS

WHEREAS, the **District** wishes to attract international student applicants to apply to and enroll at its college, **Santa Ana College** (hereinafter the “**College**”);

WHEREAS, the Educational Consultant has the capacity and capability to promote and market the College to potential students in Vietnam (“the “**Territory**”); and

WHEREAS, the District wishes to retain the services of the Educational Consultant on the terms and conditions set out herein and the Educational Consultant agrees to provide such Services, as defined below.

AGREEMENT

NOW THEREFORE in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereby covenant and agree as follows:

EDUCATIONAL CONSULTANT SERVICES

1. The District grants the Educational Consultant the non-exclusive right to represent the College for the purpose of recruiting international applicants for admission to the College.
2. The Educational Consultant accepts the foregoing appointment and agrees to provide promotion, marketing and recruitment services to actively and accurately promote the College within the Territory for the purpose of recruiting international applicants to the College (the “**Services**”).
3. The Educational Consultant shall use its best efforts and diligently perform the Services and conduct itself in a competent and wholly professional manner at all times. The Educational Consultant shall ensure that all of its employees, Educational Consultants and representatives are duly qualified and competent to provide the Services and shall comply with all terms of this Agreement. The Educational Consultant shall recruit only those applicants whom it believes can meet the academic and admission requirements of the College, as such academic and admission requirements are made known by the District to the Educational Consultant, and those found in the District’s Course Catalog for the College.
4. In performing the Services pursuant to this Agreement, the Educational Consultant shall

comply with all instructions of the District, as well as all specifications, standards, confidentiality, policies and procedures of the District and the College, as they may change from time to time.

5. The Educational Consultant shall not subcontract or delegate the Services to any other person or entity without the prior written consent of the District, which consent may be withheld in the District's sole and absolute discretion.

EDUCATIONAL CONSULTANT'S RESPONSIBILITIES

6. The District will provide any marketing materials to the Educational Consultant at training sessions and will deliver them to the Educational Consultant upon the Educational Consultant's reasonable request. The Educational Consultant shall use such marketing materials in its performance of the Services. If the Educational Consultant wishes to use other marketing materials not provided by the District, the Educational Consultant acknowledges that Educational Consultant is doing so as work made for hire and must submit such materials to the District for its prior written approval, which approval may be withheld in the District's sole and absolute discretion. Educational Consultant acknowledges and agrees that any materials that Educational Consultant creates during the term of this Agreement shall be work made for hire, and all ownership in and to such materials shall vest, upon creation, in the District. The Educational Consultant shall make any changes to such materials as the District may advise in its discretion.
7. The Educational Consultant shall keep records of its promotion and marketing activities, including the location of its activities and the names and contact information, specifically the email or phone number of potential students. The Educational Consultant shall provide regular market updates of its activities in the Territory (including reasonable details) to the District upon request.
8. As part of the Services, the Educational Consultant shall assist applicants with completing their applications to the College, visa applications, making payments to the District, and provide any other assistance relating to the applicant's application to and enrollment at the College. The Educational Consultant shall pre-screen all applicants to ensure their eligibility to enter the United States on a student visa.
9. The Educational Consultant shall ensure that all information it provides to applicants is true, accurate, complete and not misleading or false in any way. The Educational Consultant shall not, directly or indirectly, make any misrepresentation or mislead applicants about whether or not the College will accept the applicant, the nature of the courses and programs offered by the College or any other matter concerning the College or the District and the applicant's application thereto. The Educational Consultant shall not make any representation or statement that is inconsistent with the laws applicable to the District or contrary to the College's or District's policies and procedures in any way. The Educational Consultant shall indemnify, defend and hold the District and the College harmless from any and all claims, demands, liabilities, actions, causes of action, or other administrative or legal proceedings that arise from

Educational Consultant's misleading, inaccurate or untrue statements or representations or omissions to any applicant or third party. Notwithstanding any other provision herein, the District has the right to terminate this Agreement immediately and without notice if the Educational Consultant makes any untrue, inaccurate, incomplete, misleading, or false statements to any third party.

10. The Educational Consultant acknowledges that the District retains full and complete discretion about whether or not to accept an applicant for enrollment. The Educational Consultant shall not make any representations or statements that the District has accepted an applicant or will accept an applicant. The Educational Consultant shall have no authority to accept an applicant or guarantee an applicant's acceptance by the District.

PAYMENT TERMS AND CONDITIONS

11. Subject to Paragraph 20, if the District accepts any of the Educational Consultant's applicants for admission as a new and full time student ("Student"), the District shall pay the Educational Consultant a fee as outlined below and in Appendix A. The amount of Educational Consultant's fee is based on the number of New Students enrolled as the result of the Educational Consultant's identified applicants who enroll as Regular Full-Time, Summer Full Time, or ELA Full Time, as those terms are defined herein. A Student is defined as new when they are attending their first semester, session, or class at the District, unless otherwise specified herein (hereinafter "New"). A student is considered full-time when they either (a) enroll in a minimum of 12 units at the District for a semester in a regular college credit program (hereinafter "Regular Full-Time"); (b) enroll in 6 units for a summer session (hereinafter "Summer Full-Time"), or (c) attend the English Language Academy (ELA) (hereinafter "ELA Full-Time"). Units for the purpose of this Agreement is defined as the District's credit units applicable towards maintaining F-1 status. A Student is considered eligible to be counted toward the Educational Consultant's fee if the student began attending the District as a New Student and continues attending the District for a second Regular Full-Time semester, Summer Full-Time session, and/or ELA Full-Time session in accordance with paragraphs 12-15, below (hereinafter "Eligible").
12. First Five Eligible Regular Full-Time Students. Subject to Paragraph 20, for each of the first five Eligible Regular Full-Time Students who the Educational Consultant recruits and who successfully apply, enroll Regular Full-Time, and pay in full for at least one Fall or Spring semester at the District during a given Academic Year (August to June), the District shall pay the Educational Consultant a fee of seven hundred U.S. dollars (\$700) per student for each semester the student attends for a maximum of two (2) semesters as published in the academic calendar. The District will pay the Educational Consultant this fee for the second semester only if the Eligible Student attends two consecutive regular semesters. Regular semesters are considered consecutive even where the Student attends as a Summer Full-Time Student in a session between a consecutive Spring semester and Fall semester. The total amount of money the District will pay per Eligible Full-Time Student for this category is fourteen hundred U.S. dollars (\$1400). (See Appendix A, Statements # 1-4.) Sixth and Subsequent Eligible Regular Full-Time Students. Subject to Paragraph 20, for each of the sixth and subsequent Eligible Regular Full-Time Students (6 or greater) who are recruited by the Educational Consultant

and who successfully apply, enroll Regular Full-Time, and pay in full for at least one Fall or Spring semester at the District during a given Academic Year (August to June), the District shall pay the Educational Consultant a fee of seven hundred fifty U.S. dollars (\$750) per student for each semester the student attends for a maximum of two (2) semesters as published in the academic calendar. The District will pay the Educational Consultant this fee for the second semester only if the Eligible Student attends two consecutive regular semesters. Regular semesters are considered consecutive even where the Student attends as a Summer Full-Time Student in a session between a consecutive Spring semester and Fall semester. The total amount of money the District will pay per Eligible Full-Time Student for this category is fifteen hundred U.S. dollars (\$1500). (See Appendix A, Statements # 1-4.)

13. Summer Session. Subject to Paragraph 20, for each Eligible Summer Full-Time Student recruited by Educational Consultant who successfully applies, enrolls in Summer Full-Time, and pays in full his/her first Summer session, the District shall pay the Consultant a fee of three hundred fifty U.S. dollars (\$350) per student. The District will pay this fee if the Eligible Summer Full Time Student attends college for the first time in the Summer session or if student attends Summer session after attending his/her first Spring semester. This Summer session Educational Consultant fee is in addition to the fees available in paragraphs 12 and 13, above, if applicable. The total amount of money the District will pay per New Summer Full-Time Student for this category is three hundred fifty U.S. dollars (\$350). (See Appendix A, Statements # 1-4.)
14. English Language Academy. Subject to Paragraph 20, for each Eligible ELA Full Time Student recruited by Educational Consultant who successfully applies, enrolls in ELA Full-Time, and pays in full, the District shall pay the Consultant a fee of three hundred fifty U.S. dollars (\$350) per student. Depending on student enrollment, the District may not offer ELA in the summer session, in which case the Educational Consultant will not be eligible for this fee for ELA. The District will pay the Educational Consultant a fee for an Eligible Full-Time ELA Student a maximum of two semesters and will pay for the second semester only if the Student attends and completes two consecutive semesters. The total amount of money the District will pay per New Full-Time Student for this category is seven hundred U.S. dollars (\$700). (See Appendix A, Statements # 1-4.) (See Appendix A, Statement # 3.)
15. Incentive Fee – Ten or Greater Students. In addition to the fees available in paragraphs 12 through 15, above, if the Educational Consultant recruits 10 or more New Regular Full-Time Students who successfully apply, enroll Full-Time, and pay in full for their first semester, the District will pay a single incentive flat fee of two thousand U.S. dollars (\$2,000) per the requirements of Paragraph 17 (“Incentive Fee”). (See Appendix A, Statement # 5.) The District will determine if Educational Consultant is eligible for this Incentive Fee and process the fee at the end of the semester based on an invoice that complies with Paragraph 21.
16. One (1) Incentive Fee is available each fall and each spring semester for recruiting the minimum quota (10 or greater). Students recruited in previous semesters do not count towards incentive quota. Only Eligible Regular Full-Time Students each Fall or Spring semester are counted towards the incentive fees.
17. All students must be recruited from overseas (outside the U.S.) and cannot be transfers from a

U.S. domestic language program or from a U.S. college or university.

18. For the purposes of accurate invoice processing, it is Educational Consultant's responsibility to establish and notify the college of their representation of a particular student. Failure to establish that relationship with the student prior to the student applying to the District will invalidate any invoice for that particular student.
19. The District will only pay fees, including Incentive Fees, relating to those Students who meet the qualifications in this Agreement and who remain enrolled through the census date in full-time status beyond the census date (defined as the last day to drop a class and receive an enrollment fee refund).
20. The Educational Consultant shall deliver to the District, no earlier than thirty (30) days and no later than sixty (60) days after the census date, as published in the academic calendar, for study at a semester at the District, an invoice listing the fee owed to the Educational Consultant for that semester, in accordance with this Agreement, and the Students to which the fee relates. The invoice shall contain the detailed information about each Student's enrollment in order to support payment hereunder. If the Educational Consultant defaults on the terms for submission of invoice as specified above, the District has the right to decline payments.
21. If there is a dispute about an invoice, the District shall be entitled to withhold any fees until the dispute is resolved to the satisfaction of the District. The Educational Consultant shall provide all such other records and documentation requested by the District to substantiate the invoice.
22. The undisputed fee shall be paid to the Educational Consultant within forty five (45) days of receipt of an invoice from the Educational Consultant. The fee will be paid by check and mailed to the address the District has on file for the Educational Consultant. If payments have to be made in any other form, such as a wire transfer, any and all costs such as bank charges will be the responsibility of the Educational Consultant. The District has sole discretion to choose how payment is made to Educational Consultant. The Educational Consultant is responsible for all applicable taxes and fees related to payment of any fees paid by the District.

PERIOD OF AGREEMENT, TERMINATION, MISCELLANEOUS

23. This agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party. Either party to this Agreement may, in its sole discretion, terminate this Agreement with or without cause by giving the other party at least 30 days' prior written notice. In the event of termination without cause, the parties agree to fulfill their respective obligations associated with the current term or semester, prior to such termination becoming effective.
24. Termination for Cause. The District may terminate this agreement and be relieved of any consideration to Educational Consultant should Educational Consultant fail to perform the covenants herein at the time and in the manner provided. In the event of such termination, the District may proceed in any manner deemed proper by the District. The cost to the District shall be deducted from any sum due the Agency under this Agreement, and the balance, if any,

shall be paid by the Educational Consultant.

25. The Educational Consultant will deliver the Services in the Vietnam (the “Territory”). The Educational Consultant acknowledges and agrees that its rights to the Territory are non-exclusive and the District may, in its sole discretion, appoint another Educational Consultant or Educational Consultants to perform similar or identical services in the Territory or any part thereof at any time.
26. The District agrees to provide the District’s annual calendar and international recruitment information packages to the Educational Consultant and provide updated materials on an annual basis. All such materials are subject to change without notice. Notwithstanding the foregoing, it is the Educational Consultant’s responsibility to ensure it has all complete, up-to-date and accurate information and materials that are prepared by the District and provided by the District in order for it to perform the Services at all times. The Educational Consultant shall not use any information and materials that are outdated.
27. All expenses and costs incurred by the Educational Consultant in providing the Services shall be the sole responsibility of the Educational Consultant, including without limitation all salaries, wages, benefits and other amounts owing to its employees, Educational Consultants and representatives. The Educational Consultant shall provide and supply, at its own expense, all office facilities, equipment, materials and supplies required to perform the Services except for the annual calendar and other materials produced by the District and specified as being provided by the District in this Agreement.
28. Upon termination or expiration of the Term, the Educational Consultant shall promptly return to the District or destroy, at the District’s option, all property of the District that is in Educational Consultant’s possession or control, including marketing materials, academic calendars and Confidential Information, whether in hard copy or in electronic form. “Confidential Information” is any information that may be protected under state or federal privacy laws and includes information that a person would reasonably understand to be confidential, including, but not limited to, student information (including directory information), health information, academic information, and proprietary information, including copyright and trade secrets. The above list is not meant to be exhaustive and Confidential Information does not need to be marked as such in order to be Confidential Information.
29. Upon termination or expiration of the Term, the Educational Consultant shall cease providing the Services and cease representing itself as an Educational Consultant of the District and the College, and shall pay all amounts owing (if any) to the District immediately.
30. The District shall not be responsible for paying fees to the Educational Consultant in respect of Students whose application is received by the District following the date of termination or expiration of the Term.

GENERAL TERMS

31. The District and the Educational Consultant acknowledge and agree that the relationship of the Educational Consultant to the District is that of an independent contractor. Nothing herein shall be construed so as to place the parties in the relationship of partners or employer/employee. The Educational Consultant shall have no authority to act for or bind the District and/or the College or enter into any contract or commitment on behalf of the District and/or the College, nor shall the Educational Consultant hold itself out as having such authority. The Educational Consultant shall indemnify and hold the District harmless from and against any liability resulting from a breach of this Section. The Educational Consultant and its employees, Educational Consultants and representatives shall not be entitled to any benefits whatsoever otherwise made available to District employees.
32. In the performance of this Agreement, Educational Consultant and its employees and agents, shall each act as an independent contractor and is not an employee, officer, agent, partner, or joint venture of District by virtue of this Agreement. Educational Consultant agrees that it is free from control and direction of the District; performs work that is outside the usual course of District's business; and is customarily engaged in an independently established trade, occupation or business of the same nature as the Services it will perform for District under this Agreement. Educational Consultant shall defend, indemnify and hold District harmless from any claims, demands or liabilities, arising from Educational Consultant's misclassification of its own workers providing Services hereunder as independent contractors, or from any claims, demands or liabilities, arising from Educational Consultant's failure to provide its own workers with wages and other employment benefits that are required by law.
33. The Educational Consultant represents, warrants and acknowledges that the District is relying upon the following, that: (a) Educational Consultant has corporate authority and capacity to perform the Services and carry on business, (b) there is no legal proceeding in progress, pending, threatened or affecting the Educational Consultant that involves a possibility of a material judgment or restriction against the Educational Consultant or its performance of the Services, and (c) there are no prior agreements or commitments affecting the Educational Consultant that would adversely affect the Educational Consultant or its ability to perform the Services.
34. Indemnification Clause. To the fullest extent permitted by law, Educational Consultant agrees to defend, indemnify, and hold harmless the District, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense, including reasonable attorney fees, arising out of any demand, liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the Educational Consultant, or those of any of its officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss caused by the gross negligence or intentional acts of the District or any of its agents or employees. This provision survives any termination of this Agreement.
35. To the fullest extent permitted by law, the District shall have no liability for any act or omission of the District, its directors, officers, employees and Educational Consultants in connection with or related to this Agreement or the failure to provide materials to the Educational

Consultant, or any costs, losses, damages or expenses arising from the Educational Consultant's performance of the Services under this Agreement. The Educational Consultant agrees that it shall not bring any claim or join in any proceeding against the District for any costs, losses, damages or expenses suffered in connection with this Agreement, unless due to District's fraud, intentional misconduct or if otherwise permitted by law.

36. The Educational Consultant shall comply with all applicable laws, regulations, rules and orders in the performance of its obligations under this Agreement, including all such laws and regulations applicable in the Territory and any other jurisdiction where the Educational Consultant carries on business, as well as laws and regulations applicable to the District.
37. Insurance. Each party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with coverage of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating performance. Certifications of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement and in effect for insuring incidents that occur within the United States may be requested by either party. Educational Consultant shall name District as an additional insured on any commercial general liability policy or other applicable insurance required hereunder and shall obtain a waiver of subrogation against the District regarding same. Educational Consultant's provision of insurance or self-insurance hereunder shall not operate as a potential limitation of liability.
38. The Educational Consultant acknowledges that a breach or threatened breach by Educational Consultant of any of the provisions of any of this Agreement could cause the District irreparable harm not compensable in damages alone. The Educational Consultant further acknowledges that it is essential to the effective enforcement of this Agreement that, in addition to any other remedies to which the District may be entitled at law or in equity or otherwise under this Agreement, the District be entitled to seek and obtain, in a summary manner, interim, interlocutory, and permanent injunctive relief, specific performance and other equitable remedies. The Educational Consultant agrees that such actions are fair and reasonable and are reasonably required for the protection of the District.
39. The Educational Consultant acknowledges that it has received and will receive Confidential Information of and from the District, which includes, but is not limited to, all information relating to the District, the College, administration, student information, financial information, and any other information that is confidential in nature, whether marked confidential or not. The Educational Consultant agrees that it will keep in strict confidence and not use and/or disclose the Confidential Information to any other person except only as reasonably required for the performance of the Services. The Educational Consultant shall limit access and use of the Confidential Information to those employees that have a need to know in order to perform the Services. The Educational Consultant shall be responsible for ensuring that its employees are aware of and agree to adhere to the confidentiality obligations set out herein. In addition, the existence of and terms and conditions of this Agreement form part of the Confidential

Information and are to be kept mutually and strictly confidential by the parties at all times. The obligations of the Educational Consultant under this Section shall exist and continue in full force and effect notwithstanding the termination or expiration of this Agreement or the breach or alleged breach by the District of this Agreement.

40. The District grants the Educational Consultant a non-exclusive, non-transferable license to use certain trademarks, logos, trade names or other intellectual property of the District and/or College as the District may specify to the Educational Consultant from time to time (the “Intellectual Property”) solely and exclusively for the purposes of the Educational Consultant performing the Services. The Educational Consultant shall have no right or interest to the Intellectual Property except as expressly provided herein. The District may revoke the license in this Section at any time. The Educational Consultant shall submit all documents, advertisements or other materials using any of the Intellectual Property to the District for approval prior to usage. Upon the termination or expiration of this Agreement, the Educational Consultant shall immediately cease using all of the Intellectual Property for any purpose whatsoever.
41. Under this Agreement, the District considers Educational Consultant to be a “school official” with “legitimate educational interests” performing an institutional service or function for which the District would otherwise use employees within the meaning of the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g and 34 C.F.R. Part 99, and California Education Code §§ 49060-49085. As such, 34 C.F.R. 99.31(a)(1)(i) allows the District to disclose personally identifiable information from education records of students without the consent required by 34 C.F.R. section 99.30. The Educational Consultant agrees to comply with FERPA and cooperate as a “school official” thereunder. The Educational Consultant shall comply with all applicable privacy legislation at all times. The Educational Consultant shall collect, use and disclose all applicants’ personal information which it obtains in relation to this Agreement and maintain the confidentiality and privacy of such information in accordance with all applicable laws in the United States and in the Territory. The Educational Consultant acknowledges that the District is subject to privacy legislation and shall assist the District in complying with all applicable privacy legislation as it relates to the Services performed as part of this Agreement including any disclosure requirements. Educational Consultant shall indemnify, defend and hold the District and the College harmless from any claims arising from a breach of any applicable privacy laws or regulations.
42. All notices and other communications required or permitted to be given in this Agreement shall be in writing and shall be given to the parties at the following addresses or at such other address as a party shall specify by like notice: 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:

Educational Consultant

Asia Europe Co., Ltd

52 Tran Huy Lieu Street

Ward 12, Phu Nhuan District, HCM City

Vietnam, 700000

Mr. Van Khac Thong

General Director

DISTRICT

Rancho Santiago Community College
District

Santa Ana College

1530 W. 17th street

Santa Ana, CA 92706

Adam M. O'Connor

Interim Vice Chancellor
Business Operations/Fiscal Services

Mark C. Liang, J.D.

Dean of Enrollment and Support
Services

43. This written instrument constitutes the entire agreement between the parties and shall be interpreted and construed in accordance with the laws of the state of California and the federal laws of the United States of America applicable therein. There are no other agreements, understandings, representations or warranties, oral or otherwise. Any amendments to this Agreement shall have no force or effect unless made in writing and executed by both parties. Pursuant to the District's policies, this Agreement will not take effect until authorized by the Board of Trustees of the District.
44. If any provision of this Agreement shall to any extent be declared illegal or unenforceable by a duly authorized court of competent jurisdiction, then the remainder of this Agreement, or the application of such provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
45. Provisions of sections that, by their nature, must remain in effect beyond the termination or expiration of this Agreement survive the termination or expiration of this Agreement for any reason.

46. This Agreement is personal to the Educational Consultant and Educational Consultant may not assign this Agreement or any part thereof without the prior written consent of the District, which consent may be withheld at the District's discretion. This Agreement shall be binding upon the Educational Consultant and its successors and permitted assigns.
47. The Educational Consultant acknowledges that the Educational Consultant has been advised to obtain full and adequate independent legal advice with respect to this Agreement and has executed this Agreement freely, voluntarily, without duress and with full knowledge and understanding of its terms and conditions.
48. This Agreement may be executed in any number of counterparts, each of which, when taken together, shall constitute one and the same instrument. For purposes of this Agreement, electronic signatures shall be deemed originals.

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

District: Rancho Santiago Community
College District, on behalf of Santa Ana
College, International Student Program

Santa Ana College
 1530 W. 17th street
 Santa Ana, CA 92706

Educational Consultant
Asia Europe Co., Ltd

52 Tran Huy Lieu Street
 Ward 12, Phu Nhuan District, HCM City
 Vietnam, 700000

X _____

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

X _____

Mr. Van Khac Thong
General Director

Date: _____

Date: _____

APPENDIX A

The examples and scenarios below assume that all other terms and conditions in the Agreement are otherwise met and are intended as hypothetical scenarios only.

Statement #1: Consultant's fee is paid for consecutive semesters only.

Example #1: Student attends Fall 2018 as a New and Regular Full-Time Student and then attends Spring 2019.

Consulting fee will be paid for both Fall and Spring semesters as stated in this Agreement.

Example #2: Student attends Fall 2018 as a New and Regular Full-Time Student, Spring 2019 as a Regular Full-Time Student and Summer 2019 as a Summer Full-Time Student.

Consulting fee will be paid for Fall, Spring and Summer as stated in this Agreement.

Example #3: Student attends Fall 2018 as a New and Regular Full-Time Student, does not attend Spring 2019, then returns and attends Summer 2019 Full-Time and Fall 2019 Full-Time.

Consulting fee will be paid for Fall 2018 only. No fee is paid for Summer 2019 session or the Fall 2019 semester because student did not attend the Spring 2019 semester.

Example #4: Student attends Spring 2019 as a New and Regular Full-Time Student, Fall 2019 as a Regular Full-Time Student, and then Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time Student.

Consulting fee will be paid for Spring 2019 and Fall 2019; both semesters qualify for payment since they are consecutive. No fee will be paid for Spring 2020 because the fee for Regular Full-Time students is for a maximum of two semesters. The Consultant does not earn the fee for Summer 2020 because it is not consecutive to the eligible Spring 2019 and Fall 2019 semesters.

Statement #2: Educational Consultant's fee is paid for a maximum of two semesters (fall or spring). Summer session is excluded; summer is not considered a semester; however fee is paid if student attends college for the first time in the summer session or if student attends summer session after attending his/her first spring semester. For purposes of this Agreement, a summer session must consist of a minimum of 6 units.

Example #1: Student attends Spring 2019 as a New and Regular Full-Time Student and attends Fall 2019 as a Regular Full-Time Student. Then, student attends Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time student.

Consulting fee will be paid for Spring 2019 and Fall 2019; both semesters qualify for payment since they are consecutive. No fee will be paid for Spring 2020 because the fee for Regular Full-Time students is for a maximum of two semesters. The Consultant does not earn the fee for Summer 2020 because it is not consecutive to the eligible Spring 2019 and Fall 2019 semesters.

Example #2: Student attends Summer 2019 session as a New and Summer Full-Time Student and attends Fall 2019 as a Regular Full-Time Student. Then, the student attends Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time Student.

Consulting fee will be paid for Summer 2019 as student started college for the first time during summer session. Consulting fee will also be paid for Fall 2019 and Spring 2020 semesters.

No fee is paid for Summer 2020 and any subsequent semesters.

Example #3: Student attends Spring 2019 as a New and Regular Full-Time Student, attends Summer 2019 as a Summer Full-Time Student, and attends Fall 2019 as a Regular Full-Time Student.

Consulting fee will be paid for Spring 2019.

Consulting fee will be paid for Summer 2019 because student is attending Summer session after her first college semester.

Consulting fee will be paid for Fall 2019.

Statement #3: The College will pay Educational Consultant up to two semesters total, regardless of whether the student attended and paid for English Language Program (ELA) or the District's regular college credit program, in any combination of semester terms in accordance with the provisions contained herein; no tacking of ELA and College Credit allowed.

Example #1: Student attends the English Language Academy (ELA) in Fall 2018 as a New and ELA Full-Time Student, then attends Spring 2019 as a Regular Full-Time Student.

Consulting fee will be paid for both semesters (*fee is paid for up to two semesters regardless of the program student attended*).

Example #2: Student attends the English Language Academy (ELA) in Fall 2018 as a New and ELA Full-Time Student and attends the English Language Academy (ELA) in Spring 2019 as an ELA Full-Time Student. Then, student attends Fall 2019 as a Regular Full-Time Student.

Consulting fee will be paid for Fall 2018 and Spring 2019 (*fee is paid for up to two semesters; although student is attending the regular college credit program for his first time in Fall 2019, no consulting fee is paid for this semester; no tacking of fees allowed*)

Statement #4: Educational Consultant's fee is based on the number of students recruited per semester for the regular college credit program & ELA. Summer session is not considered a semester; however, a fee of \$350 is paid to the Educational Consultant for each New Summer Full-Time Student. For purposes of this Agreement, a Summer session consist of 6-8 weeks (equivalent to 6 units).

Scenario #1: Educational Consultant recruits five students (A,B,C,D,E) for Spring 2019 as New and Regular Full-Time Students.

The College will pay Educational Consultant a fee of \$700 per student for Spring 2019

If students, A,B,C,D, and E attend Summer 2019 as Summer Full-Time Students, the College will pay \$350 fee per student

If students, A,B,C,D, and E attend Fall 2019 as Regular Full-Time Students, the College will pay \$700 fee per student

If students, A,B,C,D, and E attend Spring 2020 as Regular Full-Time Students, no fee is to be paid to Consultant as we have already paid the maximum per contract (*fee is to a maximum of two consecutive semesters in the regular college credit program*)

Scenario #2: Educational Consultant recruits six or more students for Spring 2019 as New and Regular Full-Time Students.

The College will pay Educational Consultant a fee of \$750 per student, for the sixth and subsequent students, for Spring 2019.

If the sixth and subsequent students attend Summer 2019 as Summer Full-Time Students, the College will pay \$350 fee per student

If the sixth and subsequent students attend Fall 2019 as Regular Full-Time Students, the College will pay \$750 fee per student

If the sixth and subsequent students attend the Spring 2020 as Regular Full-Time Students or subsequent semesters, no fee is to be paid to Educational Consultant as we have already paid the maximum per contract (*fee is to a maximum of two consecutive semesters*)

Statement #5: Educational Consultant will be eligible for an Incentive Fee of \$2,000 US dollars for the recruitment of a minimum of 10 New students (10 or greater) who successfully apply to District, enroll Regular Full-Time, and pay tuition fees in full for one semester. Incentive is available every semester for recruiting the minimum quota (**10** or greater) of New Regular Full-Time Students. Students recruited in previous semester(s) do not count towards the incentive quota; Students must be New and Regular Full-Time college credit students to be eligible for the incentive fee.

Scenario #1: The Educational Consultant recruits 12 New Regular Full-Time Students for fall 2018.

The District will pay Educational Consulting fee for each of the 12 New Regular Full-Time Students recruited who successfully apply, enroll full-time, and pay their tuition fees in full for Fall 2018. Additionally, The District will pay Educational Consultant \$2,000 as an Incentive Fee for recruiting a minimum of 10 New college credit students.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Student Services

| | |
|--|-------------------------|
| To: Board of Trustees | Date: December 14, 2020 |
| Re: Approval of Rancho Santiago Community College District International Student Recruitment Agreement with Center Point Stock Company | |
| Action: Request for Approval | |

BACKGROUND

According to an American Council of Education report, since 2016 the percentage of schools using international student recruiting agents in the United States has increased from 11 percent to 30 percent. Using international student recruiting agents is one strategy of many and should be used as part of a whole recruitment plan, including traditional recruitment, local English schools, and social media. International student agents are an important part of a recruiting strategy for a strong and diverse international student body.

ANALYSIS

Santa Ana College seeks to provide a more supportive and comprehensive experience for prospective students. Having an international student recruitment agent with permanent presence in-country and knowledge of the culture, primary educational structure and language contributes significantly to a more supportive experience. International student recruitment agents have knowledge of the local markets to help make international student recruiting more cost effective and less resource intensive, which in turn has the potential to boost international student enrollment to Santa Ana College. This Agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party.

RECOMMENDATION

It is recommended the Board of Trustees approve the Rancho Santiago Community College District International Student Recruitment Agreement with Center Point Joint Stock Company, located in the country of Vietnam, as presented.

| | |
|---|-------------------------------|
| Fiscal Impact: \$700-\$750 per student | Board Date: December 14, 2020 |
| Prepared by: Vaniethia Hubbard, Ed.D., Vice President, Student Services Mark C. Liang, J.D., Dean, Enrollment and Support Services | |
| Submitted by: Marilyn Flores, Ph.D., Interim President, Santa Ana College | |
| Recommended by: Marvin Martinez, Chancellor, RSCCD | |



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
INTERNATIONAL STUDENT RECRUITMENT AGREEMENT

This Agreement is made and entered into between Rancho Santiago Community College District (“District”) on behalf of Santa Ana College, International Student Program, hereinafter called the District and Center Point Joint Stock Company, a licensed educational consultant in Vietnam, hereinafter the Educational Consultant.

RECITALS

WHEREAS, the **District** wishes to attract international student applicants to apply to and enroll at its college, **Santa Ana College** (hereinafter the “**College**”);

WHEREAS, the Educational Consultant has the capacity and capability to promote and market the College to potential students in Vietnam (“the “**Territory**”); and

WHEREAS, the District wishes to retain the services of the Educational Consultant on the terms and conditions set out herein and the Educational Consultant agrees to provide such Services, as defined below.

AGREEMENT

NOW THEREFORE in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereby covenant and agree as follows:

EDUCATIONAL CONSULTANT SERVICES

1. The District grants the Educational Consultant the non-exclusive right to represent the College for the purpose of recruiting international applicants for admission to the College.
2. The Educational Consultant accepts the foregoing appointment and agrees to provide promotion, marketing and recruitment services to actively and accurately promote the College within the Territory for the purpose of recruiting international applicants to the College (the “**Services**”).
3. The Educational Consultant shall use its best efforts and diligently perform the Services and conduct itself in a competent and wholly professional manner at all times. The Educational Consultant shall ensure that all of its employees, Educational Consultants and representatives are duly qualified and competent to provide the Services and shall comply with all terms of this Agreement. The Educational Consultant shall recruit only those applicants whom it believes can meet the academic and admission requirements of the College, as such academic and admission requirements are made known by the District to the Educational Consultant, and those found in the District’s Course Catalog for the College.
4. In performing the Services pursuant to this Agreement, the Educational Consultant shall

comply with all instructions of the District, as well as all specifications, standards, confidentiality, policies and procedures of the District and the College, as they may change from time to time.

5. The Educational Consultant shall not subcontract or delegate the Services to any other person or entity without the prior written consent of the District, which consent may be withheld in the District's sole and absolute discretion.

EDUCATIONAL CONSULTANT'S RESPONSIBILITIES

6. The District will provide any marketing materials to the Educational Consultant at training sessions and will deliver them to the Educational Consultant upon the Educational Consultant's reasonable request. The Educational Consultant shall use such marketing materials in its performance of the Services. If the Educational Consultant wishes to use other marketing materials not provided by the District, the Educational Consultant acknowledges that Educational Consultant is doing so as work made for hire and must submit such materials to the District for its prior written approval, which approval may be withheld in the District's sole and absolute discretion. Educational Consultant acknowledges and agrees that any materials that Educational Consultant creates during the term of this Agreement shall be work made for hire, and all ownership in and to such materials shall vest, upon creation, in the District. The Educational Consultant shall make any changes to such materials as the District may advise in its discretion.
7. The Educational Consultant shall keep records of its promotion and marketing activities, including the location of its activities and the names and contact information, specifically the email or phone number of potential students. The Educational Consultant shall provide regular market updates of its activities in the Territory (including reasonable details) to the District upon request.
8. As part of the Services, the Educational Consultant shall assist applicants with completing their applications to the College, visa applications, making payments to the District, and provide any other assistance relating to the applicant's application to and enrollment at the College. The Educational Consultant shall pre-screen all applicants to ensure their eligibility to enter the United States on a student visa.
9. The Educational Consultant shall ensure that all information it provides to applicants is true, accurate, complete and not misleading or false in any way. The Educational Consultant shall not, directly or indirectly, make any misrepresentation or mislead applicants about whether or not the College will accept the applicant, the nature of the courses and programs offered by the College or any other matter concerning the College or the District and the applicant's application thereto. The Educational Consultant shall not make any representation or statement that is inconsistent with the laws applicable to the District or contrary to the College's or District's policies and procedures in any way. The Educational Consultant shall indemnify, defend and hold the District and the College harmless from any and all claims, demands, liabilities, actions, causes of action, or other administrative or legal proceedings that arise from

Educational Consultant's misleading, inaccurate or untrue statements or representations or omissions to any applicant or third party. Notwithstanding any other provision herein, the District has the right to terminate this Agreement immediately and without notice if the Educational Consultant makes any untrue, inaccurate, incomplete, misleading, or false statements to any third party.

10. The Educational Consultant acknowledges that the District retains full and complete discretion about whether or not to accept an applicant for enrollment. The Educational Consultant shall not make any representations or statements that the District has accepted an applicant or will accept an applicant. The Educational Consultant shall have no authority to accept an applicant or guarantee an applicant's acceptance by the District.

PAYMENT TERMS AND CONDITIONS

11. Subject to Paragraph 20, if the District accepts any of the Educational Consultant's applicants for admission as a new and full time student ("Student"), the District shall pay the Educational Consultant a fee as outlined below and in Appendix A. The amount of Educational Consultant's fee is based on the number of New Students enrolled as the result of the Educational Consultant's identified applicants who enroll as Regular Full-Time, Summer Full Time, or ELA Full Time, as those terms are defined herein. A Student is defined as new when they are attending their first semester, session, or class at the District, unless otherwise specified herein (hereinafter "New"). A student is considered full-time when they either (a) enroll in a minimum of 12 units at the District for a semester in a regular college credit program (hereinafter "Regular Full-Time"); (b) enroll in 6 units for a summer session (hereinafter "Summer Full-Time"), or (c) attend the English Language Academy (ELA) (hereinafter "ELA Full-Time"). Units for the purpose of this Agreement is defined as the District's credit units applicable towards maintaining F-1 status. A Student is considered eligible to be counted toward the Educational Consultant's fee if the student began attending the District as a New Student and continues attending the District for a second Regular Full-Time semester, Summer Full-Time session, and/or ELA Full-Time session in accordance with paragraphs 12-15, below (hereinafter "Eligible").
12. First Five Eligible Regular Full-Time Students. Subject to Paragraph 20, for each of the first five Eligible Regular Full-Time Students who the Educational Consultant recruits and who successfully apply, enroll Regular Full-Time, and pay in full for at least one Fall or Spring semester at the District during a given Academic Year (August to June), the District shall pay the Educational Consultant a fee of seven hundred U.S. dollars (\$700) per student for each semester the student attends for a maximum of two (2) semesters as published in the academic calendar. The District will pay the Educational Consultant this fee for the second semester only if the Eligible Student attends two consecutive regular semesters. Regular semesters are considered consecutive even where the Student attends as a Summer Full-Time Student in a session between a consecutive Spring semester and Fall semester. The total amount of money the District will pay per Eligible Full-Time Student for this category is fourteen hundred U.S. dollars (\$1400). (See Appendix A, Statements # 1-4.)
13. Sixth and Subsequent Eligible Regular Full-Time Students. Subject to Paragraph 20, for each

of the sixth and subsequent Eligible Regular Full-Time Students (6 or greater) who are recruited by the Educational Consultant and who successfully apply, enroll Regular Full-Time, and pay in full for at least one Fall or Spring semester at the District during a given Academic Year (August to June), the District shall pay the Educational Consultant a fee of seven hundred fifty U.S. dollars (\$750) per student for each semester the student attends for a maximum of two (2) semesters as published in the academic calendar. The District will pay the Educational Consultant this fee for the second semester only if the Eligible Student attends two consecutive regular semesters. Regular semesters are considered consecutive even where the Student attends as a Summer Full-Time Student in a session between a consecutive Spring semester and Fall semester. The total amount of money the District will pay per Eligible Full-Time Student for this category is fifteen hundred U.S. dollars (\$1500). (See Appendix A, Statements # 1-4.)

14. Summer Session. Subject to Paragraph 20, for each Eligible Summer Full-Time Student recruited by Educational Consultant who successfully applies, enrolls in Summer Full-Time, and pays in full his/her first Summer session, the District shall pay the Consultant a fee of three hundred fifty U.S. dollars (\$350) per student. The District will pay this fee if the Eligible Summer Full Time Student attends college for the first time in the Summer session or if student attends Summer session after attending his/her first Spring semester. This Summer session Educational Consultant fee is in addition to the fees available in paragraphs 12 and 13, above, if applicable. The total amount of money the District will pay per New Summer Full-Time Student for this category is three hundred fifty U.S. dollars (\$350). (See Appendix A, Statements # 1-4.)
15. English Language Academy. Subject to Paragraph 20, for each Eligible ELA Full Time Student recruited by Educational Consultant who successfully applies, enrolls in ELA Full-Time, and pays in full, the District shall pay the Consultant a fee of three hundred fifty U.S. dollars (\$350) per student. Depending on student enrollment, the District may not offer ELA in the summer session, in which case the Educational Consultant will not be eligible for this fee for ELA. The District will pay the Educational Consultant a fee for an Eligible Full-Time ELA Student a maximum of two semesters and will pay for the second semester only if the Student attends and completes two consecutive semesters. The total amount of money the District will pay per New Full-Time Student for this category is seven hundred U.S. dollars (\$700). (See Appendix A, Statements # 1-4.) (See Appendix A, Statement # 3.)
16. Incentive Fee – Ten or Greater Students. In addition to the fees available in paragraphs 12 through 15, above, if the Educational Consultant recruits 10 or more New Regular Full-Time Students who successfully apply, enroll Full-Time, and pay in full for their first semester, the District will pay a single incentive flat fee of two thousand U.S. dollars (\$2,000) per the requirements of Paragraph 17 (“Incentive Fee”). (See Appendix A, Statement # 5.) The District will determine if Educational Consultant is eligible for this Incentive Fee and process the fee at the end of the semester based on an invoice that complies with Paragraph 21.
17. One (1) Incentive Fee is available each fall and each spring semester for recruiting the minimum quota (10 or greater). Students recruited in previous semesters do not count towards incentive quota. Only Eligible Regular Full-Time Students each Fall or Spring semester are counted towards the incentive fees.

18. All students must be recruited from overseas (outside the U.S.) and cannot be transfers from a U.S. domestic language program or from a U.S. college or university.
19. For the purposes of accurate invoice processing, it is Educational Consultant's responsibility to establish and notify the college of their representation of a particular student. Failure to establish that relationship with the student prior to the student applying to the District will invalidate any invoice for that particular student.
20. The District will only pay fees, including Incentive Fees, relating to those Students who meet the qualifications in this Agreement and who remain enrolled through the census date in full-time status beyond the census date (defined as the last day to drop a class and receive an enrollment fee refund).
21. The Educational Consultant shall deliver to the District, no earlier than thirty (30) days and no later than sixty (60) days after the census date, as published in the academic calendar, for study at a semester at the District, an invoice listing the fee owed to the Educational Consultant for that semester, in accordance with this Agreement, and the Students to which the fee relates. The invoice shall contain the detailed information about each Student's enrollment in order to support payment hereunder. If the Educational Consultant defaults on the terms for submission of invoice as specified above, the District has the right to decline payments.
22. If there is a dispute about an invoice, the District shall be entitled to withhold any fees until the dispute is resolved to the satisfaction of the District. The Educational Consultant shall provide all such other records and documentation requested by the District to substantiate the invoice.
23. The undisputed fee shall be paid to the Educational Consultant within forty five (45) days of receipt of an invoice from the Educational Consultant. The fee will be paid by check and mailed to the address the District has on file for the Educational Consultant. If payments have to be made in any other form, such as a wire transfer, any and all costs such as bank charges will be the responsibility of the Educational Consultant. The District has sole discretion to choose how payment is made to Educational Consultant. The Educational Consultant is responsible for all applicable taxes and fees related to payment of any fees paid by the District.

PERIOD OF AGREEMENT, TERMINATION, MISCELLANEOUS

24. This agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party. Either party to this Agreement may, in its sole discretion, terminate this Agreement with or without cause by giving the other party at least 30 days' prior written notice. In the event of termination without cause, the parties agree to fulfill their respective obligations associated with the current term or semester, prior to such termination becoming effective.
25. Termination for Cause. The District may terminate this agreement and be relieved of any consideration to Educational Consultant should Educational Consultant fail to perform the covenants herein at the time and in the manner provided. In the event of such termination, the District may proceed in any manner deemed proper by the District. The cost to the District

shall be deducted from any sum due the Agency under this Agreement, and the balance, if any, shall be paid by the Educational Consultant.

26. The Educational Consultant will deliver the Services in Vietnam (the “Territory”). The Educational Consultant acknowledges and agrees that its rights to the Territory are non-exclusive and the District may, in its sole discretion, appoint another Educational Consultant or Educational Consultants to perform similar or identical services in the Territory or any part thereof at any time.
27. The District agrees to provide the District’s annual calendar and international recruitment information packages to the Educational Consultant and provide updated materials on an annual basis. All such materials are subject to change without notice. Notwithstanding the foregoing, it is the Educational Consultant's responsibility to ensure it has all complete, up-to-date and accurate information and materials that are prepared by the District and provided by the District in order for it to perform the Services at all times. The Educational Consultant shall not use any information and materials that are outdated.
28. All expenses and costs incurred by the Educational Consultant in providing the Services shall be the sole responsibility of the Educational Consultant, including without limitation all salaries, wages, benefits and other amounts owing to its employees, Educational Consultants and representatives. The Educational Consultant shall provide and supply, at its own expense, all office facilities, equipment, materials and supplies required to perform the Services except for the annual calendar and other materials produced by the District and specified as being provided by the District in this Agreement.
29. Upon termination or expiration of the Term, the Educational Consultant shall promptly return to the District or destroy, at the District’s option, all property of the District that is in Educational Consultant’s possession or control, including marketing materials, academic calendars and Confidential Information, whether in hard copy or in electronic form. “Confidential Information” is any information that may be protected under state or federal privacy laws and includes information that a person would reasonably understand to be confidential, including, but not limited to, student information (including directory information), health information, academic information, and proprietary information, including copyright and trade secrets. The above list is not meant to be exhaustive and Confidential Information does not need to be marked as such in order to be Confidential Information.
30. Upon termination or expiration of the Term, the Educational Consultant shall cease providing the Services and cease representing itself as an Educational Consultant of the District and the College, and shall pay all amounts owing (if any) to the District immediately. The District shall not be responsible for paying fees to the Educational Consultant in respect of Students whose application is received by the District following the date of termination or expiration of the Term.

GENERAL TERMS

31. The District and the Educational Consultant acknowledge and agree that the relationship of the

Educational Consultant to the District is that of an independent contractor. Nothing herein shall be construed so as to place the parties in the relationship of partners or employer/employee. The Educational Consultant shall have no authority to act for or bind the District and/or the College or enter into any contract or commitment on behalf of the District and/or the College, nor shall the Educational Consultant hold itself out as having such authority. The Educational Consultant shall indemnify and hold the District harmless from and against any liability resulting from a breach of this Section. The Educational Consultant and its employees, Educational Consultants and representatives shall not be entitled to any benefits whatsoever otherwise made available to District employees.

32. In the performance of this Agreement, Educational Consultant and its employees and agents, shall each act as an independent contractor and is not an employee, officer, agent, partner, or joint venture of District by virtue of this Agreement. Educational Consultant agrees that it is free from control and direction of the District; performs work that is outside the usual course of District's business; and is customarily engaged in an independently established trade, occupation or business of the same nature as the Services it will perform for District under this Agreement. Educational Consultant shall defend, indemnify and hold District harmless from any claims, demands or liabilities, arising from Educational Consultant's misclassification of its own workers providing Services hereunder as independent contractors, or from any claims, demands or liabilities, arising from Educational Consultant's failure to provide its own workers with wages and other employment benefits that are required by law.
33. The Educational Consultant represents, warrants and acknowledges that the District is relying upon the following, that: (a) Educational Consultant has corporate authority and capacity to perform the Services and carry on business, (b) there is no legal proceeding in progress, pending, threatened or affecting the Educational Consultant that involves a possibility of a material judgment or restriction against the Educational Consultant or its performance of the Services, and (c) there are no prior agreements or commitments affecting the Educational Consultant that would adversely affect the Educational Consultant or its ability to perform the Services.
34. Indemnification Clause. To the fullest extent permitted by law, Educational Consultant agrees to defend, indemnify, and hold harmless the District, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense, including reasonable attorney fees, arising out of any demand, liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the Educational Consultant, or those of any of its officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss caused by the gross negligence or intentional acts of the District or any of its agents or employees. This provision survives any termination of this Agreement.
35. To the fullest extent permitted by law, the District shall have no liability for any act or omission of the District, its directors, officers, employees and Educational Consultants in connection with or related to this Agreement or the failure to provide materials to the Educational Consultant, or any costs, losses, damages or expenses arising from the Educational Consultant's performance of the Services under this Agreement. The Educational Consultant

agrees that it shall not bring any claim or join in any proceeding against the District for any costs, losses, damages or expenses suffered in connection with this Agreement, unless due to District's fraud, intentional misconduct or if otherwise permitted by law.

36. The Educational Consultant shall comply with all applicable laws, regulations, rules and orders in the performance of its obligations under this Agreement, including all such laws and regulations applicable in the Territory and any other jurisdiction where the Educational Consultant carries on business, as well as laws and regulations applicable to the District.
37. Insurance. Each party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with coverage of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating performance. Certifications of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement and in effect for insuring incidents that occur within the United States may be requested by either party. Educational Consultant shall name District as an additional insured on any commercial general liability policy or other applicable insurance required hereunder and shall obtain a waiver of subrogation against the District regarding same. Educational Consultant's provision of insurance or self-insurance hereunder shall not operate as a potential limitation of liability.
38. The Educational Consultant acknowledges that a breach or threatened breach by Educational Consultant of any of the provisions of any of this Agreement could cause the District irreparable harm not compensable in damages alone. The Educational Consultant further acknowledges that it is essential to the effective enforcement of this Agreement that, in addition to any other remedies to which the District may be entitled at law or in equity or otherwise under this Agreement, the District be entitled to seek and obtain, in a summary manner, interim, interlocutory, and permanent injunctive relief, specific performance and other equitable remedies. The Educational Consultant agrees that such actions are fair and reasonable and are reasonably required for the protection of the District.
39. The Educational Consultant acknowledges that it has received and will receive Confidential Information of and from the District, which includes, but is not limited to, all information relating to the District, the College, administration, student information, financial information, and any other information that is confidential in nature, whether marked confidential or not. The Educational Consultant agrees that it will keep in strict confidence and not use and/or disclose the Confidential Information to any other person except only as reasonably required for the performance of the Services. The Educational Consultant shall limit access and use of the Confidential Information to those employees that have a need to know in order to perform the Services. The Educational Consultant shall be responsible for ensuring that its employees are aware of and agree to adhere to the confidentiality obligations set out herein. In addition, the existence of and terms and conditions of this Agreement form part of the Confidential Information and are to be kept mutually and strictly confidential by the parties at all times. The obligations of the Educational Consultant under this Section shall exist and continue in full

force and effect notwithstanding the termination or expiration of this Agreement or the breach or alleged breach by the District of this Agreement.

40. The District grants the Educational Consultant a non-exclusive, non-transferable license to use certain trademarks, logos, trade names or other intellectual property of the District and/or College as the District may specify to the Educational Consultant from time to time (the “Intellectual Property”) solely and exclusively for the purposes of the Educational Consultant performing the Services. The Educational Consultant shall have no right or interest to the Intellectual Property except as expressly provided herein. The District may revoke the license in this Section at any time. The Educational Consultant shall submit all documents, advertisements or other materials using any of the Intellectual Property to the District for approval prior to usage. Upon the termination or expiration of this Agreement, the Educational Consultant shall immediately cease using all of the Intellectual Property for any purpose whatsoever.
41. Under this Agreement, the District considers Educational Consultant to be a “school official” with “legitimate educational interests” performing an institutional service or function for which the District would otherwise use employees within the meaning of the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g and 34 C.F.R. Part 99, and California Education Code §§ 49060-49085. As such, 34 C.F.R. 99.31(a)(1)(i) allows the District to disclose personally identifiable information from education records of students without the consent required by 34 C.F.R. section 99.30. The Educational Consultant agrees to comply with FERPA and cooperate as a “school official” thereunder. The Educational Consultant shall comply with all applicable privacy legislation at all times. The Educational Consultant shall collect, use and disclose all applicants’ personal information which it obtains in relation to this Agreement and maintain the confidentiality and privacy of such information in accordance with all applicable laws in the United States and in the Territory. The Educational Consultant acknowledges that the District is subject to privacy legislation and shall assist the District in complying with all applicable privacy legislation as it relates to the Services performed as part of this Agreement including any disclosure requirements. Educational Consultant shall indemnify, defend and hold the District and the College harmless from any claims arising from a breach of any applicable privacy laws or regulations.
42. All notices and other communications required or permitted to be given in this Agreement shall be in writing and shall be given to the parties at the following addresses or at such other address as a party shall specify by like notice: 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:

Educational Consultant

Center Point Joint Stock Company

192 Ly Thai To St

Ward 1, District 3

Vietnam

Mr. Tran Huu Phuc Tien

Chief Executive Officer

DISTRICT

Rancho Santiago Community College
District

Santa Ana College

1530 W. 17th street

Santa Ana, CA 92706

Adam M. O'Connor

Interim Vice Chancellor

Business Operations/Fiscal Services

Mark C. Liang, J.D.

Dean of Enrollment and Support

Services

43. This written instrument constitutes the entire agreement between the parties and shall be interpreted and construed in accordance with the laws of the state of California and the federal laws of the United States of America applicable therein. There are no other agreements, understandings, representations or warranties, oral or otherwise. Any amendments to this Agreement shall have no force or effect unless made in writing and executed by both parties. Pursuant to the District's policies, this Agreement will not take effect until authorized by the Board of Trustees of the District.
44. If any provision of this Agreement shall to any extent be declared illegal or unenforceable by a duly authorized court of competent jurisdiction, then the remainder of this Agreement, or the application of such provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
45. Provisions of sections that, by their nature, must remain in effect beyond the termination or expiration of this Agreement survive the termination or expiration of this Agreement for any reason.
46. This Agreement is personal to the Educational Consultant and Educational Consultant may not assign this Agreement or any part thereof without the prior written consent of the District, which consent may be withheld at the District's discretion. This Agreement shall be binding upon the Educational Consultant and its successors and permitted assigns.

47. The Educational Consultant acknowledges that the Educational Consultant has been advised to obtain full and adequate independent legal advice with respect to this Agreement and has executed this Agreement freely, voluntarily, without duress and with full knowledge and understanding of its terms and conditions.
48. This Agreement may be executed in any number of counterparts, each of which, when taken together, shall constitute one and the same instrument. For purposes of this Agreement, electronic signatures shall be deemed originals.

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

District: Rancho Santiago Community

College District, on behalf of Santa Ana

College, International Student Program

Santa Ana College

1530 W. 17th street

Santa Ana, CA 92706

Educational Consultant

Center Point Joint Stock Company

192 Ly Thai To St

Ward 1, District 3

Vietnam

X _____

Adam M. O'Connor

Interim Vice Chancellor
Business Operations/Fiscal Services

X _____

Mr. Tran Huu Phuc Tien

Chief Executive Officer

Date: _____

Date: _____

APPENDIX A

The examples and scenarios below assume that all other terms and conditions in the Agreement are otherwise met and are intended as hypothetical scenarios only.

Statement #1: Consultant's fee is paid for consecutive semesters only.

Example #1: Student attends Fall 2018 as a New and Regular Full-Time Student and then attends Spring 2019.

Consulting fee will be paid for both Fall and Spring semesters as stated in this Agreement.

Example #2: Student attends Fall 2018 as a New and Regular Full-Time Student, Spring 2019 as a Regular Full-Time Student and Summer 2019 as a Summer Full-Time Student.

Consulting fee will be paid for Fall, Spring and Summer as stated in this Agreement.

Example #3: Student attends Fall 2018 as a New and Regular Full-Time Student, does not attend Spring 2019, then returns and attends Summer 2019 Full-Time and Fall 2019 Full-Time.

Consulting fee will be paid for Fall 2018 only. No fee is paid for Summer 2019 session or the Fall 2019 semester because student did not attend the Spring 2019 semester.

Example #4: Student attends Spring 2019 as a New and Regular Full-Time Student, Fall 2019 as a Regular Full-Time Student, and then Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time Student.

Consulting fee will be paid for Spring 2019 and Fall 2019; both semesters qualify for payment since they are consecutive. No fee will be paid for Spring 2020 because the fee for Regular Full-Time students is for a maximum of two semesters. The Consultant does not earn the fee for Summer 2020 because it is not consecutive to the eligible Spring 2019 and Fall 2019 semesters.

Statement #2: Educational Consultant's fee is paid for a maximum of two semesters (*fall or spring*). Summer session is excluded; summer is not considered a semester; however fee is paid if student attends college for the first time in the summer session or if student attends summer session after attending his/her first spring semester. For purposes of this Agreement, a summer session must consist of a minimum of 6 units.

Example #1: Student attends Spring 2019 as a New and Regular Full-Time Student and attends Fall 2019 as a Regular Full-Time Student. Then, student attends Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time student.

Consulting fee will be paid for Spring 2019 and Fall 2019; both semesters qualify for payment since they are consecutive. No fee will be paid for Spring 2020 because the fee for Regular Full-Time students is for a maximum of two semesters. The Consultant does not earn the fee for Summer 2020 because it is not consecutive to the eligible Spring 2019 and Fall 2019 semesters.

Example #2: Student attends Summer 2019 session as a New and Summer Full-Time Student and attends Fall 2019 as a Regular Full-Time Student. Then, the student attends Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time Student.

Consulting fee will be paid for Summer 2019 as student started college for the first time during summer session. Consulting fee will also be paid for Fall 2019 and Spring 2020 semesters.

No fee is paid for Summer 2020 and any subsequent semesters.

Example #3: Student attends Spring 2019 as a New and Regular Full-Time Student, attends Summer 2019 as a Summer Full-Time Student, and attends Fall 2019 as a Regular Full-Time Student.

Consulting fee will be paid for Spring 2019.

Consulting fee will be paid for Summer 2019 because student is attending Summer session after her first college semester.

Consulting fee will be paid for Fall 2019.

Statement #3: The College will pay Educational Consultant up to two semesters total, regardless of whether the student attended and paid for English Language Program (ELA) or the District's regular college credit program, in any combination of semester terms in accordance with the provisions contained herein; no tacking of ELA and College Credit allowed.

Example #1: Student attends the English Language Academy (ELA) in Fall 2018 as a New and ELA Full-Time Student, then attends Spring 2019 as a Regular Full-Time Student.

Consulting fee will be paid for both semesters (*fee is paid for up to two semesters regardless of the program student attended*).

Example #2: Student attends the English Language Academy (ELA) in Fall 2018 as a New and ELA Full-Time Student and attends the English Language Academy (ELA) in Spring 2019 as an ELA Full-Time Student. Then, student attends Fall 2019 as a Regular Full-Time Student.

Consulting fee will be paid for Fall 2018 and Spring 2019 (*fee is paid for up to two semesters; although student is attending the regular college credit program for his first time in Fall 2019, no consulting fee is paid for this semester; no tacking of fees allowed*)

Statement #4: Educational Consultant's fee is based on the number of students recruited per semester for the regular college credit program & ELA. Summer session is not considered a semester; however, a fee of \$350 is paid to the Educational Consultant for each New Summer Full-Time Student. For purposes of this Agreement, a Summer session consist of 6-8 weeks (equivalent to 6 units).

Scenario #1: Educational Consultant recruits five students (A,B,C,D,E) for Spring 2019 as New and Regular Full-Time Students.

The College will pay Educational Consultant a fee of \$700 per student for Spring 2019

If students, A,B,C,D, and E attend Summer 2019 as Summer Full-Time Students, the College will pay \$350 fee per student

If students, A,B,C,D, and E attend Fall 2019 as Regular Full-Time Students, the College will pay \$700 fee per student

If students, A,B,C,D, and E attend Spring 2020 as Regular Full-Time Students, no fee is to be paid to Consultant as we have already paid the maximum per contract (*fee is to a maximum of two consecutive semesters in the regular college credit program*)

Scenario #2: Educational Consultant recruits six or more students for Spring 2019 as New and Regular Full-Time Students.

The College will pay Educational Consultant a fee of \$750 per student, for the sixth and subsequent students, for Spring 2019.

If the sixth and subsequent students attend Summer 2019 as Summer Full-Time Students, the College will pay \$350 fee per student

If the sixth and subsequent students attend Fall 2019 as Regular Full-Time Students, the College will pay \$750 fee per student

If the sixth and subsequent students attend the Spring 2020 as Regular Full-Time Students or subsequent semesters, no fee is to be paid to Educational Consultant as we have already paid the maximum per contract (*fee is to a maximum of two consecutive semesters*)

Statement #5: Educational Consultant will be eligible for an Incentive Fee of \$2,000 US dollars for the recruitment of a minimum of 10 New students (10 or greater) who successfully apply to District, enroll Regular Full-Time, and pay tuition fees in full for one semester. Incentive is available every semester for recruiting the minimum quota (**10** or greater) of New Regular Full-Time Students. Students recruited in previous semester(s) do not count towards the incentive quota; Students must be New and Regular Full-Time college credit students to be eligible for the incentive fee.

Scenario #1: The Educational Consultant recruits 12 New Regular Full-Time Students for fall 2018.

The District will pay Educational Consulting fee for each of the 12 New Regular Full-Time Students recruited who successfully apply, enroll full-time, and pay their tuition fees in full for Fall 2018. Additionally, The District will pay Educational Consultant \$2,000 as an Incentive Fee for recruiting a minimum of 10 New college credit students.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Student Services

| | | |
|---------|---|-------------------------|
| To: | Board of Trustees | Date: December 14, 2020 |
| Re: | Approval of Rancho Santiago Community College District International Student Recruitment Agreement with Consulting Marketing International Co. Ltd. | |
| Action: | Request for Approval | |

BACKGROUND

According to an American Council of Education report, since 2016 the percentage of schools using international student recruiting agents in the United States has increased from 11 percent to 30 percent. Using international student recruiting agents is one strategy of many and should be used as part of a whole recruitment plan, including traditional recruitment, local English schools, and social media. International student agents are an important part of a recruiting strategy for a strong and diverse international student body.

ANALYSIS

Santa Ana College seeks to provide a more supportive and comprehensive experience for prospective students. Having an international student recruitment agent with permanent presence in-country and knowledge of the culture, primary educational structure and language contributes significantly to a more supportive experience. International student recruitment agents have knowledge of the local markets to help make international student recruiting more cost effective and less resource intensive, which in turn has the potential to boost international student enrollment to Santa Ana College. This Agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party.

RECOMMENDATION

It is recommended the Board of Trustees approve the Rancho Santiago Community College District International Student Recruitment Agreement with Consulting Marketing International Co. Ltd., located in the country of Vietnam, as presented.

| | | |
|-----------------|--|-------------------------------|
| Fiscal Impact: | \$700-\$750 per student | Board Date: December 14, 2020 |
| Prepared by: | Vaniethia Hubbard, Ed.D., Vice President, Student Services Mark C. Liang, J.D., Dean, Enrollment and Support Services | |
| Submitted by: | Marilyn Flores, Ph.D., Interim President, Santa Ana College | |
| Recommended by: | Marvin Martinez, Chancellor, RSCCD | |



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT INTERNATIONAL STUDENT RECRUITMENT AGREEMENT

This Agreement is made and entered into between Rancho Santiago Community College District (“District”) on behalf of Santa Ana College, International Student Program, hereinafter called the District and Consulting Marketing International Co. Ltd, a licensed educational consultant in Vietnam, hereinafter the Educational Consultant.

RECITALS

WHEREAS, the **District** wishes to attract international student applicants to apply to and enroll at its college, **Santa Ana College** (hereinafter the “**College**”);

WHEREAS, the Educational Consultant has the capacity and capability to promote and market the College to potential students in Vietnam (“the “**Territory**”); and

WHEREAS, the District wishes to retain the services of the Educational Consultant on the terms and conditions set out herein and the Educational Consultant agrees to provide such Services, as defined below.

AGREEMENT

NOW THEREFORE in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereby covenant and agree as follows:

EDUCATIONAL CONSULTANT SERVICES

1. The District grants the Educational Consultant the non-exclusive right to represent the College for the purpose of recruiting international applicants for admission to the College.
2. The Educational Consultant accepts the foregoing appointment and agrees to provide promotion, marketing and recruitment services to actively and accurately promote the College within the Territory for the purpose of recruiting international applicants to the College (the “**Services**”).
3. The Educational Consultant shall use its best efforts and diligently perform the Services and conduct itself in a competent and wholly professional manner at all times. The Educational Consultant shall ensure that all of its employees, Educational Consultants and representatives are duly qualified and competent to provide the Services and shall comply with all terms of this Agreement. The Educational Consultant shall recruit only those applicants whom it believes can meet the academic and admission requirements of the College, as such academic and admission requirements are made known by the District to the Educational Consultant, and those found in the District’s Course Catalog for the College.
4. In performing the Services pursuant to this Agreement, the Educational Consultant shall

comply with all instructions of the District, as well as all specifications, standards, confidentiality, policies and procedures of the District and the College, as they may change from time to time.

5. The Educational Consultant shall not subcontract or delegate the Services to any other person or entity without the prior written consent of the District, which consent may be withheld in the District's sole and absolute discretion.

EDUCATIONAL CONSULTANT'S RESPONSIBILITIES

6. The District will provide any marketing materials to the Educational Consultant at training sessions and will deliver them to the Educational Consultant upon the Educational Consultant's reasonable request. The Educational Consultant shall use such marketing materials in its performance of the Services. If the Educational Consultant wishes to use other marketing materials not provided by the District, the Educational Consultant acknowledges that Educational Consultant is doing so as work made for hire and must submit such materials to the District for its prior written approval, which approval may be withheld in the District's sole and absolute discretion. Educational Consultant acknowledges and agrees that any materials that Educational Consultant creates during the term of this Agreement shall be work made for hire, and all ownership in and to such materials shall vest, upon creation, in the District. The Educational Consultant shall make any changes to such materials as the District may advise in its discretion.
7. The Educational Consultant shall keep records of its promotion and marketing activities, including the location of its activities and the names and contact information, specifically the email or phone number of potential students. The Educational Consultant shall provide regular market updates of its activities in the Territory (including reasonable details) to the District upon request.
8. As part of the Services, the Educational Consultant shall assist applicants with completing their applications to the College, visa applications, making payments to the District, and provide any other assistance relating to the applicant's application to and enrollment at the College. The Educational Consultant shall pre-screen all applicants to ensure their eligibility to enter the United States on a student visa.
9. The Educational Consultant shall ensure that all information it provides to applicants is true, accurate, complete and not misleading or false in any way. The Educational Consultant shall not, directly or indirectly, make any misrepresentation or mislead applicants about whether or not the College will accept the applicant, the nature of the courses and programs offered by the College or any other matter concerning the College or the District and the applicant's application thereto. The Educational Consultant shall not make any representation or statement that is inconsistent with the laws applicable to the District or contrary to the College's or District's policies and procedures in any way. The Educational Consultant shall indemnify, defend and hold the District and the College harmless from any and all claims, demands, liabilities, actions, causes of action, or other administrative or legal proceedings that arise from

Educational Consultant's misleading, inaccurate or untrue statements or representations or omissions to any applicant or third party. Notwithstanding any other provision herein, the District has the right to terminate this Agreement immediately and without notice if the Educational Consultant makes any untrue, inaccurate, incomplete, misleading, or false statements to any third party.

10. The Educational Consultant acknowledges that the District retains full and complete discretion about whether or not to accept an applicant for enrollment. The Educational Consultant shall not make any representations or statements that the District has accepted an applicant or will accept an applicant. The Educational Consultant shall have no authority to accept an applicant or guarantee an applicant's acceptance by the District.

PAYMENT TERMS AND CONDITIONS

11. Subject to Paragraph 20, if the District accepts any of the Educational Consultant's applicants for admission as a new and full time student ("Student"), the District shall pay the Educational Consultant a fee as outlined below and in Appendix A. The amount of Educational Consultant's fee is based on the number of New Students enrolled as the result of the Educational Consultant's identified applicants who enroll as Regular Full-Time, Summer Full Time, or ELA Full Time, as those terms are defined herein. A Student is defined as new when they are attending their first semester, session, or class at the District, unless otherwise specified herein (hereinafter "New"). A student is considered full-time when they either (a) enroll in a minimum of 12 units at the District for a semester in a regular college credit program (hereinafter "Regular Full-Time"); (b) enroll in 6 units for a summer session (hereinafter "Summer Full-Time"), or (c) attend the English Language Academy (ELA) (hereinafter "ELA Full-Time"). Units for the purpose of this Agreement is defined as the District's credit units applicable towards maintaining F-1 status. A Student is considered eligible to be counted toward the Educational Consultant's fee if the student began attending the District as a New Student and continues attending the District for a second Regular Full-Time semester, Summer Full-Time session, and/or ELA Full-Time session in accordance with paragraphs 12-15, below (hereinafter "Eligible").
12. First Five Eligible Regular Full-Time Students. Subject to Paragraph 20, for each of the first five Eligible Regular Full-Time Students who the Educational Consultant recruits and who successfully apply, enroll Regular Full-Time, and pay in full for at least one Fall or Spring semester at the District during a given Academic Year (August to June), the District shall pay the Educational Consultant a fee of seven hundred U.S. dollars (\$700) per student for each semester the student attends for a maximum of two (2) semesters as published in the academic calendar. The District will pay the Educational Consultant this fee for the second semester only if the Eligible Student attends two consecutive regular semesters. Regular semesters are considered consecutive even where the Student attends as a Summer Full-Time Student in a session between a consecutive Spring semester and Fall semester. The total amount of money the District will pay per Eligible Full-Time Student for this category is fourteen hundred U.S. dollars (\$1400). (See Appendix A, Statements # 1-4.)
13. Sixth and Subsequent Eligible Regular Full-Time Students. Subject to Paragraph 20, for each

of the sixth and subsequent Eligible Regular Full-Time Students (6 or greater) who are recruited by the Educational Consultant and who successfully apply, enroll Regular Full-Time, and pay in full for at least one Fall or Spring semester at the District during a given Academic Year (August to June), the District shall pay the Educational Consultant a fee of seven hundred fifty U.S. dollars (\$750) per student for each semester the student attends for a maximum of two (2) semesters as published in the academic calendar. The District will pay the Educational Consultant this fee for the second semester only if the Eligible Student attends two consecutive regular semesters. Regular semesters are considered consecutive even where the Student attends as a Summer Full-Time Student in a session between a consecutive Spring semester and Fall semester. The total amount of money the District will pay per Eligible Full-Time Student for this category is fifteen hundred U.S. dollars (\$1500). (See Appendix A, Statements # 1-4.)

14. Summer Session. Subject to Paragraph 20, for each Eligible Summer Full-Time Student recruited by Educational Consultant who successfully applies, enrolls in Summer Full-Time, and pays in full his/her first Summer session, the District shall pay the Consultant a fee of three hundred fifty U.S. dollars (\$350) per student. The District will pay this fee if the Eligible Summer Full Time Student attends college for the first time in the Summer session or if student attends Summer session after attending his/her first Spring semester. This Summer session Educational Consultant fee is in addition to the fees available in paragraphs 12 and 13, above, if applicable. The total amount of money the District will pay per New Summer Full-Time Student for this category is three hundred fifty U.S. dollars (\$350). (See Appendix A, Statements # 1-4.)
15. English Language Academy. Subject to Paragraph 20, for each Eligible ELA Full Time Student recruited by Educational Consultant who successfully applies, enrolls in ELA Full-Time, and pays in full, the District shall pay the Consultant a fee of three hundred fifty U.S. dollars (\$350) per student. Depending on student enrollment, the District may not offer ELA in the summer session, in which case the Educational Consultant will not be eligible for this fee for ELA. The District will pay the Educational Consultant a fee for an Eligible Full-Time ELA Student a maximum of two semesters and will pay for the second semester only if the Student attends and completes two consecutive semesters. The total amount of money the District will pay per New Full-Time Student for this category is seven hundred U.S. dollars (\$700). (See Appendix A, Statements # 1-4.) (See Appendix A, Statement # 3.)
16. Incentive Fee – Ten or Greater Students. In addition to the fees available in paragraphs 12 through 15, above, if the Educational Consultant recruits 10 or more New Regular Full-Time Students who successfully apply, enroll Full-Time, and pay in full for their first semester, the District will pay a single incentive flat fee of two thousand U.S. dollars (\$2,000) per the requirements of Paragraph 17 (“Incentive Fee”). (See Appendix A, Statement # 5.) The District will determine if Educational Consultant is eligible for this Incentive Fee and process the fee at the end of the semester based on an invoice that complies with Paragraph 21.
17. One (1) Incentive Fee is available each fall and each spring semester for recruiting the minimum quota (10 or greater). Students recruited in previous semesters do not count towards incentive quota. Only Eligible Regular Full-Time Students each Fall or Spring semester are counted towards the incentive fees.

18. All students must be recruited from overseas (outside the U.S.) and cannot be transfers from a U.S. domestic language program or from a U.S. college or university.
19. For the purposes of accurate invoice processing, it is Educational Consultant's responsibility to establish and notify the college of their representation of a particular student. Failure to establish that relationship with the student prior to the student applying to the District will invalidate any invoice for that particular student.
20. The District will only pay fees, including Incentive Fees, relating to those Students who meet the qualifications in this Agreement and who remain enrolled through the census date in full-time status beyond the census date (defined as the last day to drop a class and receive an enrollment fee refund).
21. The Educational Consultant shall deliver to the District, no earlier than thirty (30) days and no later than sixty (60) days after the census date, as published in the academic calendar, for study at a semester at the District, an invoice listing the fee owed to the Educational Consultant for that semester, in accordance with this Agreement, and the Students to which the fee relates. The invoice shall contain the detailed information about each Student's enrollment in order to support payment hereunder. If the Educational Consultant defaults on the terms for submission of invoice as specified above, the District has the right to decline payments.
22. If there is a dispute about an invoice, the District shall be entitled to withhold any fees until the dispute is resolved to the satisfaction of the District. The Educational Consultant shall provide all such other records and documentation requested by the District to substantiate the invoice.
23. The undisputed fee shall be paid to the Educational Consultant within forty five (45) days of receipt of an invoice from the Educational Consultant. The fee will be paid by check and mailed to the address the District has on file for the Educational Consultant. If payments have to be made in any other form, such as a wire transfer, any and all costs such as bank charges will be the responsibility of the Educational Consultant. The District has sole discretion to choose how payment is made to Educational Consultant. The Educational Consultant is responsible for all applicable taxes and fees related to payment of any fees paid by the District.

PERIOD OF AGREEMENT, TERMINATION, MISCELLANEOUS

24. This agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party. Either party to this Agreement may, in its sole discretion, terminate this Agreement with or without cause by giving the other party at least 30 days' prior written notice. In the event of termination without cause, the parties agree to fulfill their respective obligations associated with the current term or semester, prior to such termination becoming effective.
25. Termination for Cause. The District may terminate this agreement and be relieved of any consideration to Educational Consultant should Educational Consultant fail to perform the covenants herein at the time and in the manner provided. In the event of such termination, the District may proceed in any manner deemed proper by the District. The cost to the District

shall be deducted from any sum due the Agency under this Agreement, and the balance, if any, shall be paid by the Educational Consultant.

26. The Educational Consultant will deliver the Services in Vietnam (the “Territory”). The Educational Consultant acknowledges and agrees that its rights to the Territory are non-exclusive and the District may, in its sole discretion, appoint another Educational Consultant or Educational Consultants to perform similar or identical services in the Territory or any part thereof at any time.
27. The District agrees to provide the District’s annual calendar and international recruitment information packages to the Educational Consultant and provide updated materials on an annual basis. All such materials are subject to change without notice. Notwithstanding the foregoing, it is the Educational Consultant's responsibility to ensure it has all complete, up-to-date and accurate information and materials that are prepared by the District and provided by the District in order for it to perform the Services at all times. The Educational Consultant shall not use any information and materials that are outdated.
28. All expenses and costs incurred by the Educational Consultant in providing the Services shall be the sole responsibility of the Educational Consultant, including without limitation all salaries, wages, benefits and other amounts owing to its employees, Educational Consultants and representatives. The Educational Consultant shall provide and supply, at its own expense, all office facilities, equipment, materials and supplies required to perform the Services except for the annual calendar and other materials produced by the District and specified as being provided by the District in this Agreement.
29. Upon termination or expiration of the Term, the Educational Consultant shall promptly return to the District or destroy, at the District’s option, all property of the District that is in Educational Consultant’s possession or control, including marketing materials, academic calendars and Confidential Information, whether in hard copy or in electronic form. “Confidential Information” is any information that may be protected under state or federal privacy laws and includes information that a person would reasonably understand to be confidential, including, but not limited to, student information (including directory information), health information, academic information, and proprietary information, including copyright and trade secrets. The above list is not meant to be exhaustive and Confidential Information does not need to be marked as such in order to be Confidential Information.
30. Upon termination or expiration of the Term, the Educational Consultant shall cease providing the Services and cease representing itself as an Educational Consultant of the District and the College, and shall pay all amounts owing (if any) to the District immediately. The District shall not be responsible for paying fees to the Educational Consultant in respect of Students whose application is received by the District following the date of termination or expiration of the Term.

GENERAL TERMS

31. The District and the Educational Consultant acknowledge and agree that the relationship of the

Educational Consultant to the District is that of an independent contractor. Nothing herein shall be construed so as to place the parties in the relationship of partners or employer/employee. The Educational Consultant shall have no authority to act for or bind the District and/or the College or enter into any contract or commitment on behalf of the District and/or the College, nor shall the Educational Consultant hold itself out as having such authority. The Educational Consultant shall indemnify and hold the District harmless from and against any liability resulting from a breach of this Section. The Educational Consultant and its employees, Educational Consultants and representatives shall not be entitled to any benefits whatsoever otherwise made available to District employees.

32. In the performance of this Agreement, Educational Consultant and its employees and agents, shall each act as an independent contractor and is not an employee, officer, agent, partner, or joint venture of District by virtue of this Agreement. Educational Consultant agrees that it is free from control and direction of the District; performs work that is outside the usual course of District's business; and is customarily engaged in an independently established trade, occupation or business of the same nature as the Services it will perform for District under this Agreement. Educational Consultant shall defend, indemnify and hold District harmless from any claims, demands or liabilities, arising from Educational Consultant's misclassification of its own workers providing Services hereunder as independent contractors, or from any claims, demands or liabilities, arising from Educational Consultant's failure to provide its own workers with wages and other employment benefits that are required by law.
33. The Educational Consultant represents, warrants and acknowledges that the District is relying upon the following, that: (a) Educational Consultant has corporate authority and capacity to perform the Services and carry on business, (b) there is no legal proceeding in progress, pending, threatened or affecting the Educational Consultant that involves a possibility of a material judgment or restriction against the Educational Consultant or its performance of the Services, and (c) there are no prior agreements or commitments affecting the Educational Consultant that would adversely affect the Educational Consultant or its ability to perform the Services.
34. Indemnification Clause. To the fullest extent permitted by law, Educational Consultant agrees to defend, indemnify, and hold harmless the District, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense, including reasonable attorney fees, arising out of any demand, liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the Educational Consultant, or those of any of its officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss caused by the gross negligence or intentional acts of the District or any of its agents or employees. This provision survives any termination of this Agreement.
35. To the fullest extent permitted by law, the District shall have no liability for any act or omission of the District, its directors, officers, employees and Educational Consultants in connection with or related to this Agreement or the failure to provide materials to the Educational Consultant, or any costs, losses, damages or expenses arising from the Educational Consultant's performance of the Services under this Agreement. The Educational Consultant

agrees that it shall not bring any claim or join in any proceeding against the District for any costs, losses, damages or expenses suffered in connection with this Agreement, unless due to District's fraud, intentional misconduct or if otherwise permitted by law.

36. The Educational Consultant shall comply with all applicable laws, regulations, rules and orders in the performance of its obligations under this Agreement, including all such laws and regulations applicable in the Territory and any other jurisdiction where the Educational Consultant carries on business, as well as laws and regulations applicable to the District.
37. Insurance. Each party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with coverage of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating performance. Certifications of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement and in effect for insuring incidents that occur within the United States may be requested by either party. Educational Consultant shall name District as an additional insured on any commercial general liability policy or other applicable insurance required hereunder and shall obtain a waiver of subrogation against the District regarding same. Educational Consultant's provision of insurance or self-insurance hereunder shall not operate as a potential limitation of liability.
38. The Educational Consultant acknowledges that a breach or threatened breach by Educational Consultant of any of the provisions of any of this Agreement could cause the District irreparable harm not compensable in damages alone. The Educational Consultant further acknowledges that it is essential to the effective enforcement of this Agreement that, in addition to any other remedies to which the District may be entitled at law or in equity or otherwise under this Agreement, the District be entitled to seek and obtain, in a summary manner, interim, interlocutory, and permanent injunctive relief, specific performance and other equitable remedies. The Educational Consultant agrees that such actions are fair and reasonable and are reasonably required for the protection of the District.
39. The Educational Consultant acknowledges that it has received and will receive Confidential Information of and from the District, which includes, but is not limited to, all information relating to the District, the College, administration, student information, financial information, and any other information that is confidential in nature, whether marked confidential or not. The Educational Consultant agrees that it will keep in strict confidence and not use and/or disclose the Confidential Information to any other person except only as reasonably required for the performance of the Services. The Educational Consultant shall limit access and use of the Confidential Information to those employees that have a need to know in order to perform the Services. The Educational Consultant shall be responsible for ensuring that its employees are aware of and agree to adhere to the confidentiality obligations set out herein. In addition, the existence of and terms and conditions of this Agreement form part of the Confidential Information and are to be kept mutually and strictly confidential by the parties at all times. The obligations of the Educational Consultant under this Section shall exist and continue in full

force and effect notwithstanding the termination or expiration of this Agreement or the breach or alleged breach by the District of this Agreement.

40. The District grants the Educational Consultant a non-exclusive, non-transferable license to use certain trademarks, logos, trade names or other intellectual property of the District and/or College as the District may specify to the Educational Consultant from time to time (the “Intellectual Property”) solely and exclusively for the purposes of the Educational Consultant performing the Services. The Educational Consultant shall have no right or interest to the Intellectual Property except as expressly provided herein. The District may revoke the license in this Section at any time. The Educational Consultant shall submit all documents, advertisements or other materials using any of the Intellectual Property to the District for approval prior to usage. Upon the termination or expiration of this Agreement, the Educational Consultant shall immediately cease using all of the Intellectual Property for any purpose whatsoever.
41. Under this Agreement, the District considers Educational Consultant to be a “school official” with “legitimate educational interests” performing an institutional service or function for which the District would otherwise use employees within the meaning of the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g and 34 C.F.R. Part 99, and California Education Code §§ 49060-49085. As such, 34 C.F.R. 99.31(a)(1)(i) allows the District to disclose personally identifiable information from education records of students without the consent required by 34 C.F.R. section 99.30. The Education Consultant agrees to comply with FERPA and cooperate as a “school official” thereunder. The Educational Consultant shall comply with all applicable privacy legislation at all times. The Educational Consultant shall collect, use and disclose all applicants’ personal information which it obtains in relation to this Agreement and maintain the confidentiality and privacy of such information in accordance with all applicable laws in the United States and in the Territory. The Educational Consultant acknowledges that the District is subject to privacy legislation and shall assist the District in complying with all applicable privacy legislation as it relates to the Services performed as part of this Agreement including any disclosure requirements. Educational Consultant shall indemnify, defend and hold the District and the College harmless from any claims arising from a breach of any applicable privacy laws or regulations.
42. All notices and other communications required or permitted to be given in this Agreement shall be in writing and shall be given to the parties at the following addresses or at such other address as a party shall specify by like notice: 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:

Educational Consultant
Consulting Marketing International Co.
Ltd.

391/34 Su Van Hanh Street
Ward 12, District 10
Vietnam

Mr. Nguyen Trong Tuong
Director

DISTRICT

Rancho Santiago Community College
District

Santa Ana College

1530 W. 17th street
Santa Ana, CA 92706

Adam M. O'Connor

Interim Vice Chancellor
Business Operations/Fiscal Services

Mark C. Liang, J.D.

Dean of Enrollment and Support
Services

43. This written instrument constitutes the entire agreement between the parties and shall be interpreted and construed in accordance with the laws of the state of California and the federal laws of the United States of America applicable therein. There are no other agreements, understandings, representations or warranties, oral or otherwise. Any amendments to this Agreement shall have no force or effect unless made in writing and executed by both parties. Pursuant to the District's policies, this Agreement will not take effect until authorized by the Board of Trustees of the District.
44. If any provision of this Agreement shall to any extent be declared illegal or unenforceable by a duly authorized court of competent jurisdiction, then the remainder of this Agreement, or the application of such provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
45. Provisions of sections that, by their nature, must remain in effect beyond the termination or expiration of this Agreement survive the termination or expiration of this Agreement for any reason.
46. This Agreement is personal to the Educational Consultant and Educational Consultant may not assign this Agreement or any part thereof without the prior written consent of the District, which consent may be withheld at the District's discretion. This Agreement shall be binding upon the Educational Consultant and its successors and permitted assigns.

47. The Educational Consultant acknowledges that the Educational Consultant has been advised to obtain full and adequate independent legal advice with respect to this Agreement and has executed this Agreement freely, voluntarily, without duress and with full knowledge and understanding of its terms and conditions.
48. This Agreement may be executed in any number of counterparts, each of which, when taken together, shall constitute one and the same instrument. For purposes of this Agreement, electronic signatures shall be deemed originals.

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

District: Rancho Santiago Community
College District, on behalf of Santa Ana
College, International Student Program

Santa Ana College
 1530 W. 17th street
 Santa Ana, CA 92706

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

Educational Consultant
Consulting Marketing International Co. Ltd.

391/34 Su Van Hanh Street
 Ward 12, District 10
 Vietnam

X _____
Mr. Nguyen Trong Tuong
Director

Date: _____

Date: _____

APPENDIX A

The examples and scenarios below assume that all other terms and conditions in the Agreement are otherwise met and are intended as hypothetical scenarios only.

Statement #1: Consultant's fee is paid for consecutive semesters only.

Example #1: Student attends Fall 2018 as a New and Regular Full-Time Student and then attends Spring 2019.

Consulting fee will be paid for both Fall and Spring semesters as stated in this Agreement.

Example #2: Student attends Fall 2018 as a New and Regular Full-Time Student, Spring 2019 as a Regular Full-Time Student and Summer 2019 as a Summer Full-Time Student.

Consulting fee will be paid for Fall, Spring and Summer as stated in this Agreement.

Example #3: Student attends Fall 2018 as a New and Regular Full-Time Student, does not attend Spring 2019, then returns and attends Summer 2019 Full-Time and Fall 2019 Full-Time.

Consulting fee will be paid for Fall 2018 only. No fee is paid for Summer 2019 session or the Fall 2019 semester because student did not attend the Spring 2019 semester.

Example #4: Student attends Spring 2019 as a New and Regular Full-Time Student, Fall 2019 as a Regular Full-Time Student, and then Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time Student.

Consulting fee will be paid for Spring 2019 and Fall 2019; both semesters qualify for payment since they are consecutive. No fee will be paid for Spring 2020 because the fee for Regular Full-Time students is for a maximum of two semesters. The Consultant does not earn the fee for Summer 2020 because it is not consecutive to the eligible Spring 2019 and Fall 2019 semesters.

Statement #2: Educational Consultant's fee is paid for a maximum of two semesters (fall or spring). Summer session is excluded; summer is not considered a semester; however fee is paid if student attends college for the first time in the summer session or if student attends summer session after attending his/her first spring semester. For purposes of this Agreement, a summer session must consist of a minimum of 6 units.

Example #1: Student attends Spring 2019 as a New and Regular Full-Time Student and attends Fall 2019 as a Regular Full-Time Student. Then, student attends Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time student.

Consulting fee will be paid for Spring 2019 and Fall 2019; both semesters qualify for payment since they are consecutive. No fee will be paid for Spring 2020 because the fee for Regular Full-Time students is for a maximum of two semesters. The Consultant does not earn the fee for Summer 2020 because it is not consecutive to the eligible Spring 2019 and Fall 2019 semesters.

Example #2: Student attends Summer 2019 session as a New and Summer Full-Time Student and attends Fall 2019 as a Regular Full-Time Student. Then, the student attends Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time Student.

Consulting fee will be paid for Summer 2019 as student started college for the first time during summer session. Consulting fee will also be paid for Fall 2019 and Spring 2020 semesters.

No fee is paid for Summer 2020 and any subsequent semesters.

Example #3: Student attends Spring 2019 as a New and Regular Full-Time Student, attends Summer 2019 as a Summer Full-Time Student, and attends Fall 2019 as a Regular Full-Time Student.

Consulting fee will be paid for Spring 2019.

Consulting fee will be paid for Summer 2019 because student is attending Summer session after her first college semester.

Consulting fee will be paid for Fall 2019.

Statement #3: The College will pay Educational Consultant up to two semesters total, regardless of whether the student attended and paid for English Language Program (ELA) or the District's regular college credit program, in any combination of semester terms in accordance with the provisions contained herein; no tacking of ELA and College Credit allowed.

Example #1: Student attends the English Language Academy (ELA) in Fall 2018 as a New and ELA Full-Time Student, then attends Spring 2019 as a Regular Full-Time Student.

Consulting fee will be paid for both semesters (*fee is paid for up to two semesters regardless of the program student attended*).

Example #2: Student attends the English Language Academy (ELA) in Fall 2018 as a New and ELA Full-Time Student and attends the English Language Academy (ELA) in Spring 2019 as an ELA Full-Time Student. Then, student attends Fall 2019 as a Regular Full-Time Student.

Consulting fee will be paid for Fall 2018 and Spring 2019 (*fee is paid for up to two semesters; although student is attending the regular college credit program for his first time in Fall 2019, no consulting fee is paid for this semester; no tacking of fees allowed*)

Statement #4: Educational Consultant's fee is based on the number of students recruited per semester for the regular college credit program & ELA. Summer session is not considered a semester; however, a fee of \$350 is paid to the Educational Consultant for each New Summer Full-Time Student. For purposes of this Agreement, a Summer session consist of 6-8 weeks (equivalent to 6 units).

Scenario #1: Educational Consultant recruits five students (A,B,C,D,E) for Spring 2019 as New and Regular Full-Time Students.

The College will pay Educational Consultant a fee of \$700 per student for Spring 2019

If students, A,B,C,D, and E attend Summer 2019 as Summer Full-Time Students, the College will pay \$350 fee per student

If students, A,B,C,D, and E attend Fall 2019 as Regular Full-Time Students, the College will pay \$700 fee per student

If students, A,B,C,D, and E attend Spring 2020 as Regular Full-Time Students, no fee is to be paid to Consultant as we have already paid the maximum per contract (*fee is to a maximum of two consecutive semesters in the regular college credit program*)

Scenario #2: Educational Consultant recruits six or more students for Spring 2019 as New and Regular Full-Time Students.

The College will pay Educational Consultant a fee of \$750 per student, for the sixth and subsequent students, for Spring 2019.

If the sixth and subsequent students attend Summer 2019 as Summer Full-Time Students, the College will pay \$350 fee per student

If the sixth and subsequent students attend Fall 2019 as Regular Full-Time Students, the College will pay \$750 fee per student

If the sixth and subsequent students attend the Spring 2020 as Regular Full-Time Students or subsequent semesters, no fee is to be paid to Educational Consultant as we have already paid the maximum per contract (*fee is to a maximum of two consecutive semesters*)

Statement #5: Educational Consultant will be eligible for an Incentive Fee of \$2,000 US dollars for the recruitment of a minimum of 10 New students (10 or greater) who successfully apply to District, enroll Regular Full-Time, and pay tuition fees in full for one semester. Incentive is available every semester for recruiting the minimum quota (**10** or greater) of New Regular Full-Time Students. Students recruited in previous semester(s) do not count towards the incentive quota; Students must be New and Regular Full-Time college credit students to be eligible for the incentive fee.

Scenario #1: The Educational Consultant recruits 12 New Regular Full-Time Students for fall 2018.

The District will pay Educational Consulting fee for each of the 12 New Regular Full-Time Students recruited who successfully apply, enroll full-time, and pay their tuition fees in full for Fall 2018. Additionally, The District will pay Educational Consultant \$2,000 as an Incentive Fee for recruiting a minimum of 10 New college credit students.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Student Services

| | | |
|---------|---|-------------------------|
| To: | Board of Trustees | Date: December 14, 2020 |
| Re: | Approval of Rancho Santiago Community College District International Student Recruitment Agreement with Du Hoc My Quoc CISC | |
| Action: | Request for Approval | |

BACKGROUND

According to an American Council of Education report, since 2016 the percentage of schools using international student recruiting agents in the United States has increased from 11 percent to 30 percent. Using international student recruiting agents is one strategy of many and should be used as part of a whole recruitment plan, including traditional recruitment, local English schools, and social media. International student agents are an important part of a recruiting strategy for a strong and diverse international student body.

ANALYSIS

Santa Ana College seeks to provide a more supportive and comprehensive experience for prospective students. Having an international student recruitment agent with permanent presence in-country and knowledge of the culture, primary educational structure and language contributes significantly to a more supportive experience. International student recruitment agents have knowledge of the local markets to help make international student recruiting more cost effective and less resource intensive, which in turn has the potential to boost international student enrollment to Santa Ana College. This Agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party.

RECOMMENDATION

It is recommended the Board of Trustees approve the Rancho Santiago Community College District International Student Recruitment Agreement with Du Hoc My Quoc CISC, located in Garden Grove, California, as presented.

| | | |
|-----------------|--|-------------------------------|
| Fiscal Impact: | \$700-\$750 per student | Board Date: December 14, 2020 |
| Prepared by: | Vaniethia Hubbard, Ed.D., Vice President, Student Services Mark C. Liang, J.D., Dean, Enrollment and Support Services | |
| Submitted by: | Marilyn Flores, Ph.D., Interim President, Santa Ana College | |
| Recommended by: | Marvin Martinez, Chancellor, RSCCD | |



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
INTERNATIONAL STUDENT RECRUITMENT AGREEMENT

This Agreement is made and entered into between Rancho Santiago Community College District (“District”) on behalf of Santa Ana College, International Student Program, hereinafter called the District and **Du Hoc My Quoc CISC**, a licensed educational consultant in **City of Garden Grove, California, USA**, hereinafter the Educational Consultant.

RECITALS

WHEREAS, the **District** wishes to attract international student applicants to apply to and enroll at its college, **Santa Ana College** (hereinafter the “**College**”);

WHEREAS, the Educational Consultant has the capacity and capability to promote and market the College to potential students in The **U.S and Vietnam** (“the “**Territory**”); and

WHEREAS, the District wishes to retain the services of the Educational Consultant on the terms and conditions set out herein and the Educational Consultant agrees to provide such Services, as defined below.

AGREEMENT

NOW THEREFORE in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereby covenant and agree as follows:

EDUCATIONAL CONSULTANT SERVICES

1. The District grants the Educational Consultant the non-exclusive right to represent the College for the purpose of recruiting international applicants for admission to the College.
2. The Educational Consultant accepts the foregoing appointment and agrees to provide promotion, marketing and recruitment services to actively and accurately promote the College within the Territory for the purpose of recruiting international applicants to the College (the “**Services**”).
3. The Educational Consultant shall use its best efforts and diligently perform the Services and conduct itself in a competent and wholly professional manner at all times. The Educational Consultant shall ensure that all of its employees, Educational Consultants and representatives are duly qualified and competent to provide the Services and shall comply with all terms of this Agreement. The Educational Consultant shall recruit only those applicants whom it believes can meet the academic and admission requirements of the College, as such academic and admission requirements are made known by the District to the Educational Consultant, and those found in the District’s Course Catalog for the College.
4. In performing the Services pursuant to this Agreement, the Educational Consultant shall

comply with all instructions of the District, as well as all specifications, standards, confidentiality, policies and procedures of the District and the College, as they may change from time to time.

5. The Educational Consultant shall not subcontract or delegate the Services to any other person or entity without the prior written consent of the District, which consent may be withheld in the District's sole and absolute discretion.

EDUCATIONAL CONSULTANT'S RESPONSIBILITIES

6. The District will provide any marketing materials to the Educational Consultant at training sessions and will deliver them to the Educational Consultant upon the Educational Consultant's reasonable request. The Educational Consultant shall use such marketing materials in its performance of the Services. If the Educational Consultant wishes to use other marketing materials not provided by the District, the Educational Consultant acknowledges that Educational Consultant is doing so as work made for hire and must submit such materials to the District for its prior written approval, which approval may be withheld in the District's sole and absolute discretion. Educational Consultant acknowledges and agrees that any materials that Educational Consultant creates during the term of this Agreement shall be work made for hire, and all ownership in and to such materials shall vest, upon creation, in the District. The Educational Consultant shall make any changes to such materials as the District may advise in its discretion.
7. The Educational Consultant shall keep records of its promotion and marketing activities, including the location of its activities and the names and contact information, specifically the email or phone number of potential students. The Educational Consultant shall provide regular market updates of its activities in the Territory (including reasonable details) to the District upon request.
8. As part of the Services, the Educational Consultant shall assist applicants with completing their applications to the College, visa applications, making payments to the District, and provide any other assistance relating to the applicant's application to and enrollment at the College. The Educational Consultant shall pre-screen all applicants to ensure their eligibility to enter the United States on a student visa.
9. The Educational Consultant shall ensure that all information it provides to applicants is true, accurate, complete and not misleading or false in any way. The Educational Consultant shall not, directly or indirectly, make any misrepresentation or mislead applicants about whether or not the College will accept the applicant, the nature of the courses and programs offered by the College or any other matter concerning the College or the District and the applicant's application thereto. The Educational Consultant shall not make any representation or statement that is inconsistent with the laws applicable to the District or contrary to the College's or District's policies and procedures in any way. The Educational Consultant shall indemnify, defend and hold the District and the College harmless from any and all claims, demands, liabilities, actions, causes of action, or other administrative or legal proceedings that arise from

Educational Consultant's misleading, inaccurate or untrue statements or representations or omissions to any applicant or third party. Notwithstanding any other provision herein, the District has the right to terminate this Agreement immediately and without notice if the Educational Consultant makes any untrue, inaccurate, incomplete, misleading, or false statements to any third party.

10. The Educational Consultant acknowledges that the District retains full and complete discretion about whether or not to accept an applicant for enrollment. The Educational Consultant shall not make any representations or statements that the District has accepted an applicant or will accept an applicant. The Educational Consultant shall have no authority to accept an applicant or guarantee an applicant's acceptance by the District.

PAYMENT TERMS AND CONDITIONS

11. Subject to Paragraph 20, if the District accepts any of the Educational Consultant's applicants for admission as a new and full time student ("Student"), the District shall pay the Educational Consultant a fee as outlined below and in Appendix A. The amount of Educational Consultant's fee is based on the number of New Students enrolled as the result of the Educational Consultant's identified applicants who enroll as Regular Full-Time, Summer Full Time, or ELA Full Time, as those terms are defined herein. A Student is defined as new when they are attending their first semester, session, or class at the District, unless otherwise specified herein (hereinafter "New"). A student is considered full-time when they either (a) enroll in a minimum of 12 units at the District for a semester in a regular college credit program (hereinafter "Regular Full-Time"); (b) enroll in 6 units for a summer session (hereinafter "Summer Full-Time"), or (c) attend the English Language Academy (ELA) (hereinafter "ELA Full-Time"). Units for the purpose of this Agreement is defined as the District's credit units applicable towards maintaining F-1 status. A Student is considered eligible to be counted toward the Educational Consultant's fee if the student began attending the District as a New Student and continues attending the District for a second Regular Full-Time semester, Summer Full-Time session, and/or ELA Full-Time session in accordance with paragraphs 12-15, below (hereinafter "Eligible").
12. First Five Eligible Regular Full-Time Students. Subject to Paragraph 20, for each of the first five Eligible Regular Full-Time Students who the Educational Consultant recruits and who successfully apply, enroll Regular Full-Time, and pay in full for at least one Fall or Spring semester at the District during a given Academic Year (August to June), the District shall pay the Educational Consultant a fee of seven hundred U.S. dollars (\$700) per student for each semester the student attends for a maximum of two (2) semesters as published in the academic calendar. The District will pay the Educational Consultant this fee for the second semester only if the Eligible Student attends two consecutive regular semesters. Regular semesters are considered consecutive even where the Student attends as a Summer Full-Time Student in a session between a consecutive Spring semester and Fall semester. The total amount of money the District will pay per Eligible Full-Time Student for this category is fourteen hundred U.S. dollars (\$1400). (See Appendix A, Statements # 1-4.) Sixth and Subsequent Eligible Regular Full-Time Students. Subject to Paragraph 20, for each of the sixth and subsequent Eligible Regular Full-Time Students (6 or greater) who are recruited by the Educational Consultant

and who successfully apply, enroll Regular Full-Time, and pay in full for at least one Fall or Spring semester at the District during a given Academic Year (August to June), the District shall pay the Educational Consultant a fee of seven hundred fifty U.S. dollars (\$750) per student for each semester the student attends for a maximum of two (2) semesters as published in the academic calendar. The District will pay the Educational Consultant this fee for the second semester only if the Eligible Student attends two consecutive regular semesters. Regular semesters are considered consecutive even where the Student attends as a Summer Full-Time Student in a session between a consecutive Spring semester and Fall semester. The total amount of money the District will pay per Eligible Full-Time Student for this category is fifteen hundred U.S. dollars (\$1500). (See Appendix A, Statements # 1-4.)

13. Summer Session. Subject to Paragraph 20, for each Eligible Summer Full-Time Student recruited by Educational Consultant who successfully applies, enrolls in Summer Full-Time, and pays in full his/her first Summer session, the District shall pay the Consultant a fee of three hundred fifty U.S. dollars (\$350) per student. The District will pay this fee if the Eligible Summer Full Time Student attends college for the first time in the Summer session or if student attends Summer session after attending his/her first Spring semester. This Summer session Educational Consultant fee is in addition to the fees available in paragraphs 12 and 13, above, if applicable. The total amount of money the District will pay per New Summer Full-Time Student for this category is three hundred fifty U.S. dollars (\$350). (See Appendix A, Statements # 1-4.)
14. English Language Academy. Subject to Paragraph 20, for each Eligible ELA Full Time Student recruited by Educational Consultant who successfully applies, enrolls in ELA Full-Time, and pays in full, the District shall pay the Consultant a fee of three hundred fifty U.S. dollars (\$350) per student. Depending on student enrollment, the District may not offer ELA in the summer session, in which case the Educational Consultant will not be eligible for this fee for ELA. The District will pay the Educational Consultant a fee for an Eligible Full-Time ELA Student a maximum of two semesters and will pay for the second semester only if the Student attends and completes two consecutive semesters. The total amount of money the District will pay per New Full-Time Student for this category is seven hundred U.S. dollars (\$700). (See Appendix A, Statements # 1-4.) (See Appendix A, Statement # 3.)
15. Incentive Fee – Ten or Greater Students. In addition to the fees available in paragraphs 12 through 15, above, if the Educational Consultant recruits 10 or more New Regular Full-Time Students who successfully apply, enroll Full-Time, and pay in full for their first semester, the District will pay a single incentive flat fee of two thousand U.S. dollars (\$2,000) per the requirements of Paragraph 17 (“Incentive Fee”). (See Appendix A, Statement # 5.) The District will determine if Educational Consultant is eligible for this Incentive Fee and process the fee at the end of the semester based on an invoice that complies with Paragraph 21.
16. One (1) Incentive Fee is available each fall and each spring semester for recruiting the minimum quota (10 or greater). Students recruited in previous semesters do not count towards incentive quota. Only Eligible Regular Full-Time Students each Fall or Spring semester are counted towards the incentive fees.
17. All students must be recruited from overseas (outside the U.S.) and cannot be transfers from a

U.S. domestic language program or from a U.S. college or university.

18. For the purposes of accurate invoice processing, it is Educational Consultant's responsibility to establish and notify the college of their representation of a particular student. Failure to establish that relationship with the student prior to the student applying to the District will invalidate any invoice for that particular student.
19. The District will only pay fees, including Incentive Fees, relating to those Students who meet the qualifications in this Agreement and who remain enrolled through the census date in full-time status beyond the census date (defined as the last day to drop a class and receive an enrollment fee refund).
20. The Educational Consultant shall deliver to the District, no earlier than thirty (30) days and no later than sixty (60) days after the census date, as published in the academic calendar, for study at a semester at the District, an invoice listing the fee owed to the Educational Consultant for that semester, in accordance with this Agreement, and the Students to which the fee relates. The invoice shall contain the detailed information about each Student's enrollment in order to support payment hereunder. If the Educational Consultant defaults on the terms for submission of invoice as specified above, the District has the right to decline payments.
21. If there is a dispute about an invoice, the District shall be entitled to withhold any fees until the dispute is resolved to the satisfaction of the District. The Educational Consultant shall provide all such other records and documentation requested by the District to substantiate the invoice.
22. The undisputed fee shall be paid to the Educational Consultant within forty five (45) days of receipt of an invoice from the Educational Consultant. The fee will be paid by check and mailed to the address the District has on file for the Educational Consultant. If payments have to be made in any other form, such as a wire transfer, any and all costs such as bank charges will be the responsibility of the Educational Consultant. The District has sole discretion to choose how payment is made to Educational Consultant. The Educational Consultant is responsible for all applicable taxes and fees related to payment of any fees paid by the District.

PERIOD OF AGREEMENT, TERMINATION, MISCELLANEOUS

23. This agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party. Either party to this Agreement may, in its sole discretion, terminate this Agreement with or without cause by giving the other party at least 30 days' prior written notice. In the event of termination without cause, the parties agree to fulfill their respective obligations associated with the current term or semester, prior to such termination becoming effective.
24. Termination for Cause. The District may terminate this agreement and be relieved of any consideration to Educational Consultant should Educational Consultant fail to perform the covenants herein at the time and in the manner provided. In the event of such termination, the District may proceed in any manner deemed proper by the District. The cost to the District shall be deducted from any sum due the Agency under this Agreement, and the balance, if any,

shall be paid by the Educational Consultant.

25. The Educational Consultant will deliver the Services in the U.S and Vietnam (the “Territory”). The Educational Consultant acknowledges and agrees that its rights to the Territory are non-exclusive and the District may, in its sole discretion, appoint another Educational Consultant or Educational Consultants to perform similar or identical services in the Territory or any part thereof at any time.
26. The District agrees to provide the District’s annual calendar and international recruitment information packages to the Educational Consultant and provide updated materials on an annual basis. All such materials are subject to change without notice. Notwithstanding the foregoing, it is the Educational Consultant’s responsibility to ensure it has all complete, up-to-date and accurate information and materials that are prepared by the District and provided by the District in order for it to perform the Services at all times. The Educational Consultant shall not use any information and materials that are outdated.
27. All expenses and costs incurred by the Educational Consultant in providing the Services shall be the sole responsibility of the Educational Consultant, including without limitation all salaries, wages, benefits and other amounts owing to its employees, Educational Consultants and representatives. The Educational Consultant shall provide and supply, at its own expense, all office facilities, equipment, materials and supplies required to perform the Services except for the annual calendar and other materials produced by the District and specified as being provided by the District in this Agreement.
28. Upon termination or expiration of the Term, the Educational Consultant shall promptly return to the District or destroy, at the District’s option, all property of the District that is in Educational Consultant’s possession or control, including marketing materials, academic calendars and Confidential Information, whether in hard copy or in electronic form. “Confidential Information” is any information that may be protected under state or federal privacy laws and includes information that a person would reasonably understand to be confidential, including, but not limited to, student information (including directory information), health information, academic information, and proprietary information, including copyright and trade secrets. The above list is not meant to be exhaustive and Confidential Information does not need to be marked as such in order to be Confidential Information.
29. Upon termination or expiration of the Term, the Educational Consultant shall cease providing the Services and cease representing itself as an Educational Consultant of the District and the College, and shall pay all amounts owing (if any) to the District immediately.
30. The District shall not be responsible for paying fees to the Educational Consultant in respect of Students whose application is received by the District following the date of termination or expiration of the Term.

GENERAL TERMS

31. The District and the Educational Consultant acknowledge and agree that the relationship of the Educational Consultant to the District is that of an independent contractor. Nothing herein shall be construed so as to place the parties in the relationship of partners or employer/employee. The Educational Consultant shall have no authority to act for or bind the District and/or the College or enter into any contract or commitment on behalf of the District and/or the College, nor shall the Educational Consultant hold itself out as having such authority. The Educational Consultant shall indemnify and hold the District harmless from and against any liability resulting from a breach of this Section. The Educational Consultant and its employees, Educational Consultants and representatives shall not be entitled to any benefits whatsoever otherwise made available to District employees.
32. In the performance of this Agreement, Educational Consultant and its employees and agents, shall each act as an independent contractor and is not an employee, officer, agent, partner, or joint venture of District by virtue of this Agreement. Educational Consultant agrees that it is free from control and direction of the District; performs work that is outside the usual course of District's business; and is customarily engaged in an independently established trade, occupation or business of the same nature as the Services it will perform for District under this Agreement. Educational Consultant shall defend, indemnify and hold District harmless from any claims, demands or liabilities, arising from Educational Consultant's misclassification of its own workers providing Services hereunder as independent contractors, or from any claims, demands or liabilities, arising from Educational Consultant's failure to provide its own workers with wages and other employment benefits that are required by law.
33. The Educational Consultant represents, warrants and acknowledges that the District is relying upon the following, that: (a) Educational Consultant has corporate authority and capacity to perform the Services and carry on business, (b) there is no legal proceeding in progress, pending, threatened or affecting the Educational Consultant that involves a possibility of a material judgment or restriction against the Educational Consultant or its performance of the Services, and (c) there are no prior agreements or commitments affecting the Educational Consultant that would adversely affect the Educational Consultant or its ability to perform the Services.
34. Indemnification Clause. To the fullest extent permitted by law, Educational Consultant agrees to defend, indemnify, and hold harmless the District, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense, including reasonable attorney fees, arising out of any demand, liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the Educational Consultant, or those of any of its officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss caused by the gross negligence or intentional acts of the District or any of its agents or employees. This provision survives any termination of this Agreement.
35. To the fullest extent permitted by law, the District shall have no liability for any act or omission of the District, its directors, officers, employees and Educational Consultants in connection with or related to this Agreement or the failure to provide materials to the Educational

Consultant, or any costs, losses, damages or expenses arising from the Educational Consultant's performance of the Services under this Agreement. The Educational Consultant agrees that it shall not bring any claim or join in any proceeding against the District for any costs, losses, damages or expenses suffered in connection with this Agreement, unless due to District's fraud, intentional misconduct or if otherwise permitted by law.

36. The Educational Consultant shall comply with all applicable laws, regulations, rules and orders in the performance of its obligations under this Agreement, including all such laws and regulations applicable in the Territory and any other jurisdiction where the Educational Consultant carries on business, as well as laws and regulations applicable to the District.
37. Insurance. Each party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with coverage of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating performance. Certifications of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement and in effect for insuring incidents that occur within the United States may be requested by either party. Educational Consultant shall name District as an additional insured on any commercial general liability policy or other applicable insurance required hereunder and shall obtain a waiver of subrogation against the District regarding same. Educational Consultant's provision of insurance or self-insurance hereunder shall not operate as a potential limitation of liability.
38. The Educational Consultant acknowledges that a breach or threatened breach by Educational Consultant of any of the provisions of any of this Agreement could cause the District irreparable harm not compensable in damages alone. The Educational Consultant further acknowledges that it is essential to the effective enforcement of this Agreement that, in addition to any other remedies to which the District may be entitled at law or in equity or otherwise under this Agreement, the District be entitled to seek and obtain, in a summary manner, interim, interlocutory, and permanent injunctive relief, specific performance and other equitable remedies. The Educational Consultant agrees that such actions are fair and reasonable and are reasonably required for the protection of the District.
39. The Educational Consultant acknowledges that it has received and will receive Confidential Information of and from the District, which includes, but is not limited to, all information relating to the District, the College, administration, student information, financial information, and any other information that is confidential in nature, whether marked confidential or not. The Educational Consultant agrees that it will keep in strict confidence and not use and/or disclose the Confidential Information to any other person except only as reasonably required for the performance of the Services. The Educational Consultant shall limit access and use of the Confidential Information to those employees that have a need to know in order to perform the Services. The Educational Consultant shall be responsible for ensuring that its employees are aware of and agree to adhere to the confidentiality obligations set out herein. In addition, the existence of and terms and conditions of this Agreement form part of the Confidential

Information and are to be kept mutually and strictly confidential by the parties at all times. The obligations of the Educational Consultant under this Section shall exist and continue in full force and effect notwithstanding the termination or expiration of this Agreement or the breach or alleged breach by the District of this Agreement.

40. The District grants the Educational Consultant a non-exclusive, non-transferable license to use certain trademarks, logos, trade names or other intellectual property of the District and/or College as the District may specify to the Educational Consultant from time to time (the "Intellectual Property") solely and exclusively for the purposes of the Educational Consultant performing the Services. The Educational Consultant shall have no right or interest to the Intellectual Property except as expressly provided herein. The District may revoke the license in this Section at any time. The Educational Consultant shall submit all documents, advertisements or other materials using any of the Intellectual Property to the District for approval prior to usage. Upon the termination or expiration of this Agreement, the Educational Consultant shall immediately cease using all of the Intellectual Property for any purpose whatsoever.
41. Under this Agreement, the District considers Educational Consultant to be a "school official" with "legitimate educational interests" performing an institutional service or function for which the District would otherwise use employees within the meaning of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g and 34 C.F.R. Part 99, and California Education Code §§ 49060-49085. As such, 34 C.F.R. 99.31(a)(1)(i) allows the District to disclose personally identifiable information from education records of students without the consent required by 34 C.F.R. section 99.30. The Educational Consultant agrees to comply with FERPA and cooperate as a "school official" thereunder. The Educational Consultant shall comply with all applicable privacy legislation at all times. The Educational Consultant shall collect, use and disclose all applicants' personal information which it obtains in relation to this Agreement and maintain the confidentiality and privacy of such information in accordance with all applicable laws in the United States and in the Territory. The Educational Consultant acknowledges that the District is subject to privacy legislation and shall assist the District in complying with all applicable privacy legislation as it relates to the Services performed as part of this Agreement including any disclosure requirements. Educational Consultant shall indemnify, defend and hold the District and the College harmless from any claims arising from a breach of any applicable privacy laws or regulations.
42. All notices and other communications required or permitted to be given in this Agreement shall be in writing and shall be given to the parties at the following addresses or at such other address as a party shall specify by like notice: 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:

Educational Consultant

Du Hoc My Quoc CISC

14132 Brookhurst St
Garden Grove, CA 92843

Mr. Bui, Phu Van

Business Owner

DISTRICT

Rancho Santiago Community College
District

Santa Ana College

1530 W. 17th street
Santa Ana, CA 92706

Adam M. O'Connor

Interim Vice Chancellor
Business Operations/Fiscal Services

Mark C. Liang, J.D.

Dean of Enrollment and Support
Services

43. This written instrument constitutes the entire agreement between the parties and shall be interpreted and construed in accordance with the laws of the state of California and the federal laws of the United States of America applicable therein. There are no other agreements, understandings, representations or warranties, oral or otherwise. Any amendments to this Agreement shall have no force or effect unless made in writing and executed by both parties. Pursuant to the District's policies, this Agreement will not take effect until authorized by the Board of Trustees of the District.
44. If any provision of this Agreement shall to any extent be declared illegal or unenforceable by a duly authorized court of competent jurisdiction, then the remainder of this Agreement, or the application of such provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
45. Provisions of sections that, by their nature, must remain in effect beyond the termination or expiration of this Agreement survive the termination or expiration of this Agreement for any reason.

46. This Agreement is personal to the Educational Consultant and Educational Consultant may not assign this Agreement or any part thereof without the prior written consent of the District, which consent may be withheld at the District's discretion. This Agreement shall be binding upon the Educational Consultant and its successors and permitted assigns.
47. The Educational Consultant acknowledges that the Educational Consultant has been advised to obtain full and adequate independent legal advice with respect to this Agreement and has executed this Agreement freely, voluntarily, without duress and with full knowledge and understanding of its terms and conditions.
48. This Agreement may be executed in any number of counterparts, each of which, when taken together, shall constitute one and the same instrument. For purposes of this Agreement, electronic signatures shall be deemed originals.

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

District: Rancho Santiago Community
College District, on behalf of Santa Ana
College, International Student Program

Santa Ana College
 1530 W. 17th street
 Santa Ana, CA 92706

Educational Consultant
Du Hoc My Quoc CISC

14132 Brookhurst St
 Garden Grove, CA 92843

X _____

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

X _____

Mr. Bui, Phu Van
Business Owner

Date: _____

Date: _____

APPENDIX A

The examples and scenarios below assume that all other terms and conditions in the Agreement are otherwise met and are intended as hypothetical scenarios only.

Statement #1: Consultant's fee is paid for consecutive semesters only.

Example #1: Student attends Fall 2018 as a New and Regular Full-Time Student and then attends Spring 2019.

Consulting fee will be paid for both Fall and Spring semesters as stated in this Agreement.

Example #2: Student attends Fall 2018 as a New and Regular Full-Time Student, Spring 2019 as a Regular Full-Time Student and Summer 2019 as a Summer Full-Time Student.

Consulting fee will be paid for Fall, Spring and Summer as stated in this Agreement.

Example #3: Student attends Fall 2018 as a New and Regular Full-Time Student, does not attend Spring 2019, then returns and attends Summer 2019 Full-Time and Fall 2019 Full-Time.

Consulting fee will be paid for Fall 2018 only. No fee is paid for Summer 2019 session or the Fall 2019 semester because student did not attend the Spring 2019 semester.

Example #4: Student attends Spring 2019 as a New and Regular Full-Time Student, Fall 2019 as a Regular Full-Time Student, and then Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time Student.

Consulting fee will be paid for Spring 2019 and Fall 2019; both semesters qualify for payment since they are consecutive. No fee will be paid for Spring 2020 because the fee for Regular Full-Time students is for a maximum of two semesters. The Consultant does not earn the fee for Summer 2020 because it is not consecutive to the eligible Spring 2019 and Fall 2019 semesters.

Statement #2: Educational Consultant's fee is paid for a maximum of two semesters (fall or spring). Summer session is excluded; summer is not considered a semester; however fee is paid if student attends college for the first time in the summer session or if student attends summer session after attending his/her first spring semester. For purposes of this Agreement, a summer session must consist of a minimum of 6 units.

Example #1: Student attends Spring 2019 as a New and Regular Full-Time Student and attends Fall 2019 as a Regular Full-Time Student. Then, student attends Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time student.

Consulting fee will be paid for Spring 2019 and Fall 2019; both semesters qualify for payment since they are consecutive. No fee will be paid for Spring 2020 because the fee for Regular Full-Time students is for a maximum of two semesters. The Consultant does not earn the fee for Summer 2020 because it is not consecutive to the eligible Spring 2019 and Fall 2019 semesters.

Example #2: Student attends Summer 2019 session as a New and Summer Full-Time Student and attends Fall 2019 as a Regular Full-Time Student. Then, the student attends Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time Student.

Consulting fee will be paid for Summer 2019 as student started college for the first time during summer session. Consulting fee will also be paid for Fall 2019 and Spring 2020 semesters.

No fee is paid for Summer 2020 and any subsequent semesters.

Example #3: Student attends Spring 2019 as a New and Regular Full-Time Student, attends Summer 2019 as a Summer Full-Time Student, and attends Fall 2019 as a Regular Full-Time Student.

Consulting fee will be paid for Spring 2019.

Consulting fee will be paid for Summer 2019 because student is attending Summer session after her first college semester.

Consulting fee will be paid for Fall 2019.

Statement #3: The College will pay Educational Consultant up to two semesters total, regardless of whether the student attended and paid for English Language Program (ELA) or the District's regular college credit program, in any combination of semester terms in accordance with the provisions contained herein; no tacking of ELA and College Credit allowed.

Example #1: Student attends the English Language Academy (ELA) in Fall 2018 as a New and ELA Full-Time Student, then attends Spring 2019 as a Regular Full-Time Student.

Consulting fee will be paid for both semesters (*fee is paid for up to two semesters regardless of the program student attended*).

Example #2: Student attends the English Language Academy (ELA) in Fall 2018 as a New and ELA Full-Time Student and attends the English Language Academy (ELA) in Spring 2019 as an ELA Full-Time Student. Then, student attends Fall 2019 as a Regular Full-Time Student.

Consulting fee will be paid for Fall 2018 and Spring 2019 (*fee is paid for up to two semesters; although student is attending the regular college credit program for his first time in Fall 2019, no consulting fee is paid for this semester; no tacking of fees allowed*)

Statement #4: Educational Consultant's fee is based on the number of students recruited per semester for the regular college credit program & ELA. Summer session is not considered a semester; however, a fee of \$350 is paid to the Educational Consultant for each New Summer Full-Time Student. For purposes of this Agreement, a Summer session consist of 6-8 weeks (equivalent to 6 units).

Scenario #1: Educational Consultant recruits five students (A,B,C,D,E) for Spring 2019 as New and Regular Full-Time Students.

The College will pay Educational Consultant a fee of \$700 per student for Spring 2019

If students, A,B,C,D, and E attend Summer 2019 as Summer Full-Time Students, the College will pay \$350 fee per student

If students, A,B,C,D, and E attend Fall 2019 as Regular Full-Time Students, the College will pay \$700 fee per student

If students, A,B,C,D, and E attend Spring 2020 as Regular Full-Time Students, no fee is to be paid to Consultant as we have already paid the maximum per contract (*fee is to a maximum of two consecutive semesters in the regular college credit program*)

Scenario #2: Educational Consultant recruits six or more students for Spring 2019 as New and Regular Full-Time Students.

The College will pay Educational Consultant a fee of \$750 per student, for the sixth and subsequent students, for Spring 2019.

If the sixth and subsequent students attend Summer 2019 as Summer Full-Time Students, the College will pay \$350 fee per student

If the sixth and subsequent students attend Fall 2019 as Regular Full-Time Students, the College will pay \$750 fee per student

If the sixth and subsequent students attend the Spring 2020 as Regular Full-Time Students or subsequent semesters, no fee is to be paid to Educational Consultant as we have already paid the maximum per contract (*fee is to a maximum of two consecutive semesters*)

Statement #5: Educational Consultant will be eligible for an Incentive Fee of \$2,000 US dollars for the recruitment of a minimum of 10 New students (10 or greater) who successfully apply to District, enroll Regular Full-Time, and pay tuition fees in full for one semester. Incentive is available every semester for recruiting the minimum quota (**10** or greater) of New Regular Full-Time Students. Students recruited in previous semester(s) do not count towards the incentive quota; Students must be New and Regular Full-Time college credit students to be eligible for the incentive fee.

Scenario #1: The Educational Consultant recruits 12 New Regular Full-Time Students for fall 2018.

The District will pay Educational Consulting fee for each of the 12 New Regular Full-Time Students recruited who successfully apply, enroll full-time, and pay their tuition fees in full for Fall 2018. Additionally, The District will pay Educational Consultant \$2,000 as an Incentive Fee for recruiting a minimum of 10 New college credit students.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Student Services

| | | |
|---------|---|-------------------------|
| To: | Board of Trustees | Date: December 14, 2020 |
| Re: | Approval of Rancho Santiago Community College District International Student Recruitment Agreement with Global Education Consulting and Study Abroad Co. Ltd. | |
| Action: | Request for Approval | |

BACKGROUND

According to an American Council of Education report, since 2016 the percentage of schools using international student recruiting agents in the United States has increased from 11 percent to 30 percent. Using international student recruiting agents is one strategy of many and should be used as part of a whole recruitment plan, including traditional recruitment, local English schools, and social media. International student agents are an important part of a recruiting strategy for a strong and diverse international student body.

ANALYSIS

Santa Ana College seeks to provide a more supportive and comprehensive experience for prospective students. Having an international student recruitment agent with permanent presence in-country and knowledge of the culture, primary educational structure and language contributes significantly to a more supportive experience. International student recruitment agents have knowledge of the local markets to help make international student recruiting more cost effective and less resource intensive, which in turn has the potential to boost international student enrollment to Santa Ana College. This Agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party.

RECOMMENDATION

It is recommended the Board of Trustees approve the Rancho Santiago Community College District International Student Recruitment Agreement with Global Education Consulting and Study Abroad Co. Ltd., located in the country of Vietnam, as presented.

| | | |
|-----------------|--|-------------------------------|
| Fiscal Impact: | \$700-\$750 per student | Board Date: December 14, 2020 |
| Prepared by: | Vaniethia Hubbard, Ed.D., Vice President, Student Services Mark C. Liang, J.D., Dean, Enrollment and Support Services | |
| Submitted by: | Marilyn Flores, Ph.D., Interim President, Santa Ana College | |
| Recommended by: | Marvin Martinez, Chancellor, RSCCD | |



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
INTERNATIONAL STUDENT RECRUITMENT AGREEMENT

This Agreement is made and entered into between Rancho Santiago Community College District (“District”) on behalf of Santa Ana College, International Student Program, hereinafter called the District and **Global Education Consulting and Study Abroad Co. Ltd**, a licensed educational consultant in **Vietnam**, hereinafter the Educational Consultant.

RECITALS

WHEREAS, the **District** wishes to attract international student applicants to apply to and enroll at its college, **Santa Ana College** (hereinafter the “**College**”);

WHEREAS, the Educational Consultant has the capacity and capability to promote and market the College to potential students in **Vietnam** (“the “**Territory**”); and

WHEREAS, the District wishes to retain the services of the Educational Consultant on the terms and conditions set out herein and the Educational Consultant agrees to provide such Services, as defined below.

AGREEMENT

NOW THEREFORE in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereby covenant and agree as follows:

EDUCATIONAL CONSULTANT SERVICES

1. The District grants the Educational Consultant the non-exclusive right to represent the College for the purpose of recruiting international applicants for admission to the College.
2. The Educational Consultant accepts the foregoing appointment and agrees to provide promotion, marketing and recruitment services to actively and accurately promote the College within the Territory for the purpose of recruiting international applicants to the College (the “**Services**”).
3. The Educational Consultant shall use its best efforts and diligently perform the Services and conduct itself in a competent and wholly professional manner at all times. The Educational Consultant shall ensure that all of its employees, Educational Consultants and representatives are duly qualified and competent to provide the Services and shall comply with all terms of this Agreement. The Educational Consultant shall recruit only those applicants whom it believes can meet the academic and admission requirements of the College, as such academic and admission requirements are made known by the District to the Educational Consultant, and those found in the District’s Course Catalog for the College.
4. In performing the Services pursuant to this Agreement, the Educational Consultant shall

comply with all instructions of the District, as well as all specifications, standards, confidentiality, policies and procedures of the District and the College, as they may change from time to time.

5. The Educational Consultant shall not subcontract or delegate the Services to any other person or entity without the prior written consent of the District, which consent may be withheld in the District's sole and absolute discretion.

EDUCATIONAL CONSULTANT'S RESPONSIBILITIES

6. The District will provide any marketing materials to the Educational Consultant at training sessions and will deliver them to the Educational Consultant upon the Educational Consultant's reasonable request. The Educational Consultant shall use such marketing materials in its performance of the Services. If the Educational Consultant wishes to use other marketing materials not provided by the District, the Educational Consultant acknowledges that Educational Consultant is doing so as work made for hire and must submit such materials to the District for its prior written approval, which approval may be withheld in the District's sole and absolute discretion. Educational Consultant acknowledges and agrees that any materials that Educational Consultant creates during the term of this Agreement shall be work made for hire, and all ownership in and to such materials shall vest, upon creation, in the District. The Educational Consultant shall make any changes to such materials as the District may advise in its discretion.
7. The Educational Consultant shall keep records of its promotion and marketing activities, including the location of its activities and the names and contact information, specifically the email or phone number of potential students. The Educational Consultant shall provide regular market updates of its activities in the Territory (including reasonable details) to the District upon request.
8. As part of the Services, the Educational Consultant shall assist applicants with completing their applications to the College, visa applications, making payments to the District, and provide any other assistance relating to the applicant's application to and enrollment at the College. The Educational Consultant shall pre-screen all applicants to ensure their eligibility to enter the United States on a student visa.
9. The Educational Consultant shall ensure that all information it provides to applicants is true, accurate, complete and not misleading or false in any way. The Educational Consultant shall not, directly or indirectly, make any misrepresentation or mislead applicants about whether or not the College will accept the applicant, the nature of the courses and programs offered by the College or any other matter concerning the College or the District and the applicant's application thereto. The Educational Consultant shall not make any representation or statement that is inconsistent with the laws applicable to the District or contrary to the College's or District's policies and procedures in any way. The Educational Consultant shall indemnify, defend and hold the District and the College harmless from any and all claims, demands, liabilities, actions, causes of action, or other administrative or legal proceedings that arise from

Educational Consultant's misleading, inaccurate or untrue statements or representations or omissions to any applicant or third party. Notwithstanding any other provision herein, the District has the right to terminate this Agreement immediately and without notice if the Educational Consultant makes any untrue, inaccurate, incomplete, misleading, or false statements to any third party.

10. The Educational Consultant acknowledges that the District retains full and complete discretion about whether or not to accept an applicant for enrollment. The Educational Consultant shall not make any representations or statements that the District has accepted an applicant or will accept an applicant. The Educational Consultant shall have no authority to accept an applicant or guarantee an applicant's acceptance by the District.

PAYMENT TERMS AND CONDITIONS

11. Subject to Paragraph 20, if the District accepts any of the Educational Consultant's applicants for admission as a new and full time student ("Student"), the District shall pay the Educational Consultant a fee as outlined below and in Appendix A. The amount of Educational Consultant's fee is based on the number of New Students enrolled as the result of the Educational Consultant's identified applicants who enroll as Regular Full-Time, Summer Full Time, or ELA Full Time, as those terms are defined herein. A Student is defined as new when they are attending their first semester, session, or class at the District, unless otherwise specified herein (hereinafter "New"). A student is considered full-time when they either (a) enroll in a minimum of 12 units at the District for a semester in a regular college credit program (hereinafter "Regular Full-Time"); (b) enroll in 6 units for a summer session (hereinafter "Summer Full-Time"), or (c) attend the English Language Academy (ELA) (hereinafter "ELA Full-Time"). Units for the purpose of this Agreement is defined as the District's credit units applicable towards maintaining F-1 status. A Student is considered eligible to be counted toward the Educational Consultant's fee if the student began attending the District as a New Student and continues attending the District for a second Regular Full-Time semester, Summer Full-Time session, and/or ELA Full-Time session in accordance with paragraphs 12-15, below (hereinafter "Eligible").
12. First Five Eligible Regular Full-Time Students. Subject to Paragraph 20, for each of the first five Eligible Regular Full-Time Students who the Educational Consultant recruits and who successfully apply, enroll Regular Full-Time, and pay in full for at least one Fall or Spring semester at the District during a given Academic Year (August to June), the District shall pay the Educational Consultant a fee of seven hundred U.S. dollars (\$700) per student for each semester the student attends for a maximum of two (2) semesters as published in the academic calendar. The District will pay the Educational Consultant this fee for the second semester only if the Eligible Student attends two consecutive regular semesters. Regular semesters are considered consecutive even where the Student attends as a Summer Full-Time Student in a session between a consecutive Spring semester and Fall semester. The total amount of money the District will pay per Eligible Full-Time Student for this category is fourteen hundred U.S. dollars (\$1400). (See Appendix A, Statements # 1-4.)

13. Sixth and Subsequent Eligible Regular Full-Time Students. Subject to Paragraph 20, for each

of the sixth and subsequent Eligible Regular Full-Time Students (6 or greater) who are recruited by the Educational Consultant and who successfully apply, enroll Regular Full-Time, and pay in full for at least one Fall or Spring semester at the District during a given Academic Year (August to June), the District shall pay the Educational Consultant a fee of seven hundred fifty U.S. dollars (\$750) per student for each semester the student attends for a maximum of two (2) semesters as published in the academic calendar. The District will pay the Educational Consultant this fee for the second semester only if the Eligible Student attends two consecutive regular semesters. Regular semesters are considered consecutive even where the Student attends as a Summer Full-Time Student in a session between a consecutive Spring semester and Fall semester. The total amount of money the District will pay per Eligible Full-Time Student for this category is fifteen hundred U.S. dollars (\$1500). (See Appendix A, Statements # 1-4.)

14. Summer Session. Subject to Paragraph 20, for each Eligible Summer Full-Time Student recruited by Educational Consultant who successfully applies, enrolls in Summer Full-Time, and pays in full his/her first Summer session, the District shall pay the Consultant a fee of three hundred fifty U.S. dollars (\$350) per student. The District will pay this fee if the Eligible Summer Full Time Student attends college for the first time in the Summer session or if student attends Summer session after attending his/her first Spring semester. This Summer session Educational Consultant fee is in addition to the fees available in paragraphs 12 and 13, above, if applicable. The total amount of money the District will pay per New Summer Full-Time Student for this category is three hundred fifty U.S. dollars (\$350). (See Appendix A, Statements # 1-4.)
15. English Language Academy. Subject to Paragraph 20, for each Eligible ELA Full Time Student recruited by Educational Consultant who successfully applies, enrolls in ELA Full-Time, and pays in full, the District shall pay the Consultant a fee of three hundred fifty U.S. dollars (\$350) per student. Depending on student enrollment, the District may not offer ELA in the summer session, in which case the Educational Consultant will not be eligible for this fee for ELA. The District will pay the Educational Consultant a fee for an Eligible Full-Time ELA Student a maximum of two semesters and will pay for the second semester only if the Student attends and completes two consecutive semesters. The total amount of money the District will pay per New Full-Time Student for this category is seven hundred U.S. dollars (\$700). (See Appendix A, Statements # 1-4.) (See Appendix A, Statement # 3.)
16. Incentive Fee – Ten or Greater Students. In addition to the fees available in paragraphs 12 through 15, above, if the Educational Consultant recruits 10 or more New Regular Full-Time Students who successfully apply, enroll Full-Time, and pay in full for their first semester, the District will pay a single incentive flat fee of two thousand U.S. dollars (\$2,000) per the requirements of Paragraph 17 (“Incentive Fee”). (See Appendix A, Statement # 5.) The District will determine if Educational Consultant is eligible for this Incentive Fee and process the fee at the end of the semester based on an invoice that complies with Paragraph 21.
17. One (1) Incentive Fee is available each fall and each spring semester for recruiting the minimum quota (10 or greater). Students recruited in previous semesters do not count towards incentive quota. Only Eligible Regular Full-Time Students each Fall or Spring semester are counted towards the incentive fees.

18. All students must be recruited from overseas (outside the U.S.) and cannot be transfers from a U.S. domestic language program or from a U.S. college or university.
19. For the purposes of accurate invoice processing, it is Educational Consultant's responsibility to establish and notify the college of their representation of a particular student. Failure to establish that relationship with the student prior to the student applying to the District will invalidate any invoice for that particular student.
20. The District will only pay fees, including Incentive Fees, relating to those Students who meet the qualifications in this Agreement and who remain enrolled through the census date in full-time status beyond the census date (defined as the last day to drop a class and receive an enrollment fee refund).
21. The Educational Consultant shall deliver to the District, no earlier than thirty (30) days and no later than sixty (60) days after the census date, as published in the academic calendar, for study at a semester at the District, an invoice listing the fee owed to the Educational Consultant for that semester, in accordance with this Agreement, and the Students to which the fee relates. The invoice shall contain the detailed information about each Student's enrollment in order to support payment hereunder. If the Educational Consultant defaults on the terms for submission of invoice as specified above, the District has the right to decline payments.
22. If there is a dispute about an invoice, the District shall be entitled to withhold any fees until the dispute is resolved to the satisfaction of the District. The Educational Consultant shall provide all such other records and documentation requested by the District to substantiate the invoice.
23. The undisputed fee shall be paid to the Educational Consultant within forty five (45) days of receipt of an invoice from the Educational Consultant. The fee will be paid by check and mailed to the address the District has on file for the Educational Consultant. If payments have to be made in any other form, such as a wire transfer, any and all costs such as bank charges will be the responsibility of the Educational Consultant. The District has sole discretion to choose how payment is made to Educational Consultant. The Educational Consultant is responsible for all applicable taxes and fees related to payment of any fees paid by the District.

PERIOD OF AGREEMENT, TERMINATION, MISCELLANEOUS

24. This agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party. Either party to this Agreement may, in its sole discretion, terminate this Agreement with or without cause by giving the other party at least 30 days' prior written notice. In the event of termination without cause, the parties agree to fulfill their respective obligations associated with the current term or semester, prior to such termination becoming effective.
25. Termination for Cause. The District may terminate this agreement and be relieved of any consideration to Educational Consultant should Educational Consultant fail to perform the covenants herein at the time and in the manner provided. In the event of such termination, the District may proceed in any manner deemed proper by the District. The cost to the District

shall be deducted from any sum due the Agency under this Agreement, and the balance, if any, shall be paid by the Educational Consultant.

26. The Educational Consultant will deliver the Services in Vietnam (the “Territory”). The Educational Consultant acknowledges and agrees that its rights to the Territory are non-exclusive and the District may, in its sole discretion, appoint another Educational Consultant or Educational Consultants to perform similar or identical services in the Territory or any part thereof at any time.
27. The District agrees to provide the District’s annual calendar and international recruitment information packages to the Educational Consultant and provide updated materials on an annual basis. All such materials are subject to change without notice. Notwithstanding the foregoing, it is the Educational Consultant's responsibility to ensure it has all complete, up-to-date and accurate information and materials that are prepared by the District and provided by the District in order for it to perform the Services at all times. The Educational Consultant shall not use any information and materials that are outdated.
28. All expenses and costs incurred by the Educational Consultant in providing the Services shall be the sole responsibility of the Educational Consultant, including without limitation all salaries, wages, benefits and other amounts owing to its employees, Educational Consultants and representatives. The Educational Consultant shall provide and supply, at its own expense, all office facilities, equipment, materials and supplies required to perform the Services except for the annual calendar and other materials produced by the District and specified as being provided by the District in this Agreement.
29. Upon termination or expiration of the Term, the Educational Consultant shall promptly return to the District or destroy, at the District’s option, all property of the District that is in Educational Consultant’s possession or control, including marketing materials, academic calendars and Confidential Information, whether in hard copy or in electronic form. “Confidential Information” is any information that may be protected under state or federal privacy laws and includes information that a person would reasonably understand to be confidential, including, but not limited to, student information (including directory information), health information, academic information, and proprietary information, including copyright and trade secrets. The above list is not meant to be exhaustive and Confidential Information does not need to be marked as such in order to be Confidential Information.
30. Upon termination or expiration of the Term, the Educational Consultant shall cease providing the Services and cease representing itself as an Educational Consultant of the District and the College, and shall pay all amounts owing (if any) to the District immediately. The District shall not be responsible for paying fees to the Educational Consultant in respect of Students whose application is received by the District following the date of termination or expiration of the Term.

GENERAL TERMS

31. The District and the Educational Consultant acknowledge and agree that the relationship of the

Educational Consultant to the District is that of an independent contractor. Nothing herein shall be construed so as to place the parties in the relationship of partners or employer/employee. The Educational Consultant shall have no authority to act for or bind the District and/or the College or enter into any contract or commitment on behalf of the District and/or the College, nor shall the Educational Consultant hold itself out as having such authority. The Educational Consultant shall indemnify and hold the District harmless from and against any liability resulting from a breach of this Section. The Educational Consultant and its employees, Educational Consultants and representatives shall not be entitled to any benefits whatsoever otherwise made available to District employees.

32. In the performance of this Agreement, Educational Consultant and its employees and agents, shall each act as an independent contractor and is not an employee, officer, agent, partner, or joint venture of District by virtue of this Agreement. Educational Consultant agrees that it is free from control and direction of the District; performs work that is outside the usual course of District's business; and is customarily engaged in an independently established trade, occupation or business of the same nature as the Services it will perform for District under this Agreement. Educational Consultant shall defend, indemnify and hold District harmless from any claims, demands or liabilities, arising from Educational Consultant's misclassification of its own workers providing Services hereunder as independent contractors, or from any claims, demands or liabilities, arising from Educational Consultant's failure to provide its own workers with wages and other employment benefits that are required by law.
33. The Educational Consultant represents, warrants and acknowledges that the District is relying upon the following, that: (a) Educational Consultant has corporate authority and capacity to perform the Services and carry on business, (b) there is no legal proceeding in progress, pending, threatened or affecting the Educational Consultant that involves a possibility of a material judgment or restriction against the Educational Consultant or its performance of the Services, and (c) there are no prior agreements or commitments affecting the Educational Consultant that would adversely affect the Educational Consultant or its ability to perform the Services.
34. Indemnification Clause. To the fullest extent permitted by law, Educational Consultant agrees to defend, indemnify, and hold harmless the District, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense, including reasonable attorney fees, arising out of any demand, liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the Educational Consultant, or those of any of its officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss caused by the gross negligence or intentional acts of the District or any of its agents or employees. This provision survives any termination of this Agreement.
35. To the fullest extent permitted by law, the District shall have no liability for any act or omission of the District, its directors, officers, employees and Educational Consultants in connection with or related to this Agreement or the failure to provide materials to the Educational Consultant, or any costs, losses, damages or expenses arising from the Educational Consultant's performance of the Services under this Agreement. The Educational Consultant

agrees that it shall not bring any claim or join in any proceeding against the District for any costs, losses, damages or expenses suffered in connection with this Agreement, unless due to District's fraud, intentional misconduct or if otherwise permitted by law.

36. The Educational Consultant shall comply with all applicable laws, regulations, rules and orders in the performance of its obligations under this Agreement, including all such laws and regulations applicable in the Territory and any other jurisdiction where the Educational Consultant carries on business, as well as laws and regulations applicable to the District.
37. Insurance. Each party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with coverage of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating performance. Certifications of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement and in effect for insuring incidents that occur within the United States may be requested by either party. Educational Consultant shall name District as an additional insured on any commercial general liability policy or other applicable insurance required hereunder and shall obtain a waiver of subrogation against the District regarding same. Educational Consultant's provision of insurance or self-insurance hereunder shall not operate as a potential limitation of liability.
38. The Educational Consultant acknowledges that a breach or threatened breach by Educational Consultant of any of the provisions of any of this Agreement could cause the District irreparable harm not compensable in damages alone. The Educational Consultant further acknowledges that it is essential to the effective enforcement of this Agreement that, in addition to any other remedies to which the District may be entitled at law or in equity or otherwise under this Agreement, the District be entitled to seek and obtain, in a summary manner, interim, interlocutory, and permanent injunctive relief, specific performance and other equitable remedies. The Educational Consultant agrees that such actions are fair and reasonable and are reasonably required for the protection of the District.
39. The Educational Consultant acknowledges that it has received and will receive Confidential Information of and from the District, which includes, but is not limited to, all information relating to the District, the College, administration, student information, financial information, and any other information that is confidential in nature, whether marked confidential or not. The Educational Consultant agrees that it will keep in strict confidence and not use and/or disclose the Confidential Information to any other person except only as reasonably required for the performance of the Services. The Educational Consultant shall limit access and use of the Confidential Information to those employees that have a need to know in order to perform the Services. The Educational Consultant shall be responsible for ensuring that its employees are aware of and agree to adhere to the confidentiality obligations set out herein. In addition, the existence of and terms and conditions of this Agreement form part of the Confidential Information and are to be kept mutually and strictly confidential by the parties at all times. The obligations of the Educational Consultant under this Section shall exist and continue in full

force and effect notwithstanding the termination or expiration of this Agreement or the breach or alleged breach by the District of this Agreement.

40. The District grants the Educational Consultant a non-exclusive, non-transferable license to use certain trademarks, logos, trade names or other intellectual property of the District and/or College as the District may specify to the Educational Consultant from time to time (the “Intellectual Property”) solely and exclusively for the purposes of the Educational Consultant performing the Services. The Educational Consultant shall have no right or interest to the Intellectual Property except as expressly provided herein. The District may revoke the license in this Section at any time. The Educational Consultant shall submit all documents, advertisements or other materials using any of the Intellectual Property to the District for approval prior to usage. Upon the termination or expiration of this Agreement, the Educational Consultant shall immediately cease using all of the Intellectual Property for any purpose whatsoever.
41. Under this Agreement, the District considers Educational Consultant to be a “school official” with “legitimate educational interests” performing an institutional service or function for which the District would otherwise use employees within the meaning of the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g and 34 C.F.R. Part 99, and California Education Code §§ 49060-49085. As such, 34 C.F.R. 99.31(a)(1)(i) allows the District to disclose personally identifiable information from education records of students without the consent required by 34 C.F.R. section 99.30. The Educational Consultant agrees to comply with FERPA and cooperate as a “school official” thereunder. The Educational Consultant shall comply with all applicable privacy legislation at all times. The Educational Consultant shall collect, use and disclose all applicants’ personal information which it obtains in relation to this Agreement and maintain the confidentiality and privacy of such information in accordance with all applicable laws in the United States and in the Territory. The Educational Consultant acknowledges that the District is subject to privacy legislation and shall assist the District in complying with all applicable privacy legislation as it relates to the Services performed as part of this Agreement including any disclosure requirements. Educational Consultant shall indemnify, defend and hold the District and the College harmless from any claims arising from a breach of any applicable privacy laws or regulations.
42. All notices and other communications required or permitted to be given in this Agreement shall be in writing and shall be given to the parties at the following addresses or at such other address as a party shall specify by like notice: 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:

Educational Consultant
Global Education Consulting and Study
Abroad Co. Ltd.

Eximland Tower, Floor 8.
179EF Cach Mang Thang Tam Street
Ward 5, District 3
Vietnam

Mr. Hoang Son Vu
Director

DISTRICT

Rancho Santiago Community College
District

Santa Ana College

1530 W. 17th street
Santa Ana, CA 92706

Adam M. O'Connor

Interim Vice Chancellor
Business Operations/Fiscal Services

Mark C. Liang, J.D.

Dean of Enrollment and Support
Services

43. This written instrument constitutes the entire agreement between the parties and shall be interpreted and construed in accordance with the laws of the state of California and the federal laws of the United States of America applicable therein. There are no other agreements, understandings, representations or warranties, oral or otherwise. Any amendments to this Agreement shall have no force or effect unless made in writing and executed by both parties. Pursuant to the District's policies, this Agreement will not take effect until authorized by the Board of Trustees of the District.
44. If any provision of this Agreement shall to any extent be declared illegal or unenforceable by a duly authorized court of competent jurisdiction, then the remainder of this Agreement, or the application of such provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
45. Provisions of sections that, by their nature, must remain in effect beyond the termination or expiration of this Agreement survive the termination or expiration of this Agreement for any reason.
46. This Agreement is personal to the Educational Consultant and Educational Consultant may not assign this Agreement or any part thereof without the prior written consent of the District, which consent may be withheld at the District's discretion. This Agreement shall be binding upon the Educational Consultant and its successors and permitted assigns.

47. The Educational Consultant acknowledges that the Educational Consultant has been advised to obtain full and adequate independent legal advice with respect to this Agreement and has executed this Agreement freely, voluntarily, without duress and with full knowledge and understanding of its terms and conditions.
48. This Agreement may be executed in any number of counterparts, each of which, when taken together, shall constitute one and the same instrument. For purposes of this Agreement, electronic signatures shall be deemed originals.

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

District: Rancho Santiago Community
College District, on behalf of Santa Ana
College, International Student Program

Santa Ana College
 1530 W. 17th street
 Santa Ana, CA 92706

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

Date: _____

Educational Consultant
Global Education Consulting and Study
Abroad Co. Ltd.

Eximland Tower, Floor 8.
 179EF Cach Mang Thang Tam Street
 Ward 5, District 3
 Vietnam

X _____
Mr. Hoang Son Vu
Director

Date: _____

APPENDIX A

The examples and scenarios below assume that all other terms and conditions in the Agreement are otherwise met and are intended as hypothetical scenarios only.

Statement #1: Consultant's fee is paid for consecutive semesters only.

Example #1: Student attends Fall 2018 as a New and Regular Full-Time Student and then attends Spring 2019.

Consulting fee will be paid for both Fall and Spring semesters as stated in this Agreement.

Example #2: Student attends Fall 2018 as a New and Regular Full-Time Student, Spring 2019 as a Regular Full-Time Student and Summer 2019 as a Summer Full-Time Student.

Consulting fee will be paid for Fall, Spring and Summer as stated in this Agreement.

Example #3: Student attends Fall 2018 as a New and Regular Full-Time Student, does not attend Spring 2019, then returns and attends Summer 2019 Full-Time and Fall 2019 Full-Time.

Consulting fee will be paid for Fall 2018 only. No fee is paid for Summer 2019 session or the Fall 2019 semester because student did not attend the Spring 2019 semester.

Example #4: Student attends Spring 2019 as a New and Regular Full-Time Student, Fall 2019 as a Regular Full-Time Student, and then Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time Student.

Consulting fee will be paid for Spring 2019 and Fall 2019; both semesters qualify for payment since they are consecutive. No fee will be paid for Spring 2020 because the fee for Regular Full-Time students is for a maximum of two semesters. The Consultant does not earn the fee for Summer 2020 because it is not consecutive to the eligible Spring 2019 and Fall 2019 semesters.

Statement #2: Educational Consultant's fee is paid for a maximum of two semesters (fall or spring). Summer session is excluded; summer is not considered a semester; however fee is paid if student attends college for the first time in the summer session or if student attends summer session after attending his/her first spring semester. For purposes of this Agreement, a summer session must consist of a minimum of 6 units.

Example #1: Student attends Spring 2019 as a New and Regular Full-Time Student and attends Fall 2019 as a Regular Full-Time Student. Then, student attends Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time student.

Consulting fee will be paid for Spring 2019 and Fall 2019; both semesters qualify for payment since they are consecutive. No fee will be paid for Spring 2020 because the fee for Regular Full-Time students is for a maximum of two semesters. The Consultant does not earn the fee for Summer 2020 because it is not consecutive to the eligible Spring 2019 and Fall 2019 semesters.

Example #2: Student attends Summer 2019 session as a New and Summer Full-Time Student and attends Fall 2019 as a Regular Full-Time Student. Then, the student attends Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time Student.

Consulting fee will be paid for Summer 2019 as student started college for the first time during summer session. Consulting fee will also be paid for Fall 2019 and Spring 2020 semesters.

No fee is paid for Summer 2020 and any subsequent semesters.

Example #3: Student attends Spring 2019 as a New and Regular Full-Time Student, attends Summer 2019 as a Summer Full-Time Student, and attends Fall 2019 as a Regular Full-Time Student.

Consulting fee will be paid for Spring 2019.

Consulting fee will be paid for Summer 2019 because student is attending Summer session after her first college semester.

Consulting fee will be paid for Fall 2019.

Statement #3: The College will pay Educational Consultant up to two semesters total, regardless of whether the student attended and paid for English Language Program (ELA) or the District's regular college credit program, in any combination of semester terms in accordance with the provisions contained herein; no tacking of ELA and College Credit allowed.

Example #1: Student attends the English Language Academy (ELA) in Fall 2018 as a New and ELA Full-Time Student, then attends Spring 2019 as a Regular Full-Time Student.

Consulting fee will be paid for both semesters (*fee is paid for up to two semesters regardless of the program student attended*).

Example #2: Student attends the English Language Academy (ELA) in Fall 2018 as a New and ELA Full-Time Student and attends the English Language Academy (ELA) in Spring 2019 as an ELA Full-Time Student. Then, student attends Fall 2019 as a Regular Full-Time Student.

Consulting fee will be paid for Fall 2018 and Spring 2019 (*fee is paid for up to two semesters; although student is attending the regular college credit program for his first time in Fall 2019, no consulting fee is paid for this semester; no tacking of fees allowed*)

Statement #4: Educational Consultant's fee is based on the number of students recruited per semester for the regular college credit program & ELA. Summer session is not considered a semester; however, a fee of \$350 is paid to the Educational Consultant for each New Summer Full-Time Student. For purposes of this Agreement, a Summer session consist of 6-8 weeks (equivalent to 6 units).

Scenario #1: Educational Consultant recruits five students (A,B,C,D,E) for Spring 2019 as New and Regular Full-Time Students.

The College will pay Educational Consultant a fee of \$700 per student for Spring 2019

If students, A,B,C,D, and E attend Summer 2019 as Summer Full-Time Students, the College will pay \$350 fee per student

If students, A,B,C,D, and E attend Fall 2019 as Regular Full-Time Students, the College will pay \$700 fee per student

If students, A,B,C,D, and E attend Spring 2020 as Regular Full-Time Students, no fee is to be paid to Consultant as we have already paid the maximum per contract (*fee is to a maximum of two consecutive semesters in the regular college credit program*)

Scenario #2: Educational Consultant recruits six or more students for Spring 2019 as New and Regular Full-Time Students.

The College will pay Educational Consultant a fee of \$750 per student, for the sixth and subsequent students, for Spring 2019.

If the sixth and subsequent students attend Summer 2019 as Summer Full-Time Students, the College will pay \$350 fee per student

If the sixth and subsequent students attend Fall 2019 as Regular Full-Time Students, the College will pay \$750 fee per student

If the sixth and subsequent students attend the Spring 2020 as Regular Full-Time Students or subsequent semesters, no fee is to be paid to Educational Consultant as we have already paid the maximum per contract (*fee is to a maximum of two consecutive semesters*)

Statement #5: Educational Consultant will be eligible for an Incentive Fee of \$2,000 US dollars for the recruitment of a minimum of 10 New students (10 or greater) who successfully apply to District, enroll Regular Full-Time, and pay tuition fees in full for one semester. Incentive is available every semester for recruiting the minimum quota (**10** or greater) of New Regular Full-Time Students. Students recruited in previous semester(s) do not count towards the incentive quota; Students must be New and Regular Full-Time college credit students to be eligible for the incentive fee.

Scenario #1: The Educational Consultant recruits 12 New Regular Full-Time Students for fall 2018.

The District will pay Educational Consulting fee for each of the 12 New Regular Full-Time Students recruited who successfully apply, enroll full-time, and pay their tuition fees in full for Fall 2018. Additionally, The District will pay Educational Consultant \$2,000 as an Incentive Fee for recruiting a minimum of 10 New college credit students.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Student Services

| | | |
|---------|---|-------------------------|
| To: | Board of Trustees | Date: December 14, 2020 |
| Re: | Approval of Rancho Santiago Community College District International Student Recruitment Agreement with KC Overseas Education Private Limited | |
| Action: | Request for Approval | |

BACKGROUND

According to an American Council of Education report, since 2016 the percentage of schools using international student recruiting agents in the United States has increased from 11 percent to 30 percent. Using international student recruiting agents is one strategy of many and should be used as part of a whole recruitment plan, including traditional recruitment, local English schools, and social media. International student agents are an important part of a recruiting strategy for a strong and diverse international student body.

ANALYSIS

Santa Ana College seeks to provide a more supportive and comprehensive experience for prospective students. Having an international student recruitment agent with permanent presence in-country and knowledge of the culture, primary educational structure and language contributes significantly to a more supportive experience. International student recruitment agents have knowledge of the local markets to help make international student recruiting more cost effective and less resource intensive, which in turn has the potential to boost international student enrollment to Santa Ana College. This Agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party.

RECOMMENDATION

It is recommended the Board of Trustees approve the Rancho Santiago Community College District International Student Recruitment Agreement with KC Overseas Education Private Limited, located in the country of India, as presented.

| | | |
|-----------------|--|-------------------------------|
| Fiscal Impact: | \$700-\$750 per student | Board Date: December 14, 2020 |
| Prepared by: | Vaniethia Hubbard, Ed.D., Vice President, Student Services Mark C. Liang, J.D., Dean, Enrollment and Support Services | |
| Submitted by: | Marilyn Flores, Ph.D., Interim President, Santa Ana College | |
| Recommended by: | Marvin Martinez, Chancellor, RSCCD | |



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
INTERNATIONAL STUDENT RECRUITMENT AGREEMENT

This Agreement is made and entered into between Rancho Santiago Community College District (“District”) on behalf of Santa Ana College, International Student Program, hereinafter called the District and **KC Overseas Education Private Limited**, a licensed educational consultant in **India, Nepal, Sri Lanka, & Bangladesh**, hereinafter the Educational Consultant.

RECITALS

WHEREAS, the **District** wishes to attract international student applicants to apply to and enroll at its college, **Santa Ana College** (hereinafter the “**College**”);

WHEREAS, the Educational Consultant has the capacity and capability to promote and market the College to potential students in **India, Nepal, Sri Lanka, & Bangladesh** (“the “**Territory**”); and

WHEREAS, the District wishes to retain the services of the Educational Consultant on the terms and conditions set out herein and the Educational Consultant agrees to provide such Services, as defined below.

AGREEMENT

NOW THEREFORE in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereby covenant and agree as follows:

EDUCATIONAL CONSULTANT SERVICES

1. The District grants the Educational Consultant the non-exclusive right to represent the College for the purpose of recruiting international applicants for admission to the College.
2. The Educational Consultant accepts the foregoing appointment and agrees to provide promotion, marketing and recruitment services to actively and accurately promote the College within the Territory for the purpose of recruiting international applicants to the College (the “**Services**”).
3. The Educational Consultant shall use its best efforts and diligently perform the Services and conduct itself in a competent and wholly professional manner at all times. The Educational Consultant shall ensure that all of its employees, Educational Consultants and representatives are duly qualified and competent to provide the Services and shall comply with all terms of this Agreement. The Educational Consultant shall recruit only those applicants whom it believes can meet the academic and admission requirements of the College, as such academic and admission requirements are made known by the District to the Educational Consultant, and those found in the District’s Course Catalog for the College.

4. In performing the Services pursuant to this Agreement, the Educational Consultant shall comply with all instructions of the District, as well as all specifications, standards, confidentiality, policies and procedures of the District and the College, as they may change from time to time.
5. The Educational Consultant shall not subcontract or delegate the Services to any other person or entity without the prior written consent of the District, which consent may be withheld in the District's sole and absolute discretion.

EDUCATIONAL CONSULTANT'S RESPONSIBILITIES

6. The District will provide any marketing materials to the Educational Consultant at training sessions and will deliver them to the Educational Consultant upon the Educational Consultant's reasonable request. The Educational Consultant shall use such marketing materials in its performance of the Services. If the Educational Consultant wishes to use other marketing materials not provided by the District, the Educational Consultant acknowledges that Educational Consultant is doing so as work made for hire and must submit such materials to the District for its prior written approval, which approval may be withheld in the District's sole and absolute discretion. Educational Consultant acknowledges and agrees that any materials that Educational Consultant creates during the term of this Agreement shall be work made for hire, and all ownership in and to such materials shall vest, upon creation, in the District. The Educational Consultant shall make any changes to such materials as the District may advise in its discretion.
7. The Educational Consultant shall keep records of its promotion and marketing activities, including the location of its activities and the names and contact information, specifically the email or phone number of potential students. The Educational Consultant shall provide regular market updates of its activities in the Territory (including reasonable details) to the District upon request.
8. As part of the Services, the Educational Consultant shall assist applicants with completing their applications to the College, visa applications, making payments to the District, and provide any other assistance relating to the applicant's application to and enrollment at the College. The Educational Consultant shall pre-screen all applicants to ensure their eligibility to enter the United States on a student visa.
9. The Educational Consultant shall ensure that all information it provides to applicants is true, accurate, complete and not misleading or false in any way. The Educational Consultant shall not, directly or indirectly, make any misrepresentation or mislead applicants about whether or not the College will accept the applicant, the nature of the courses and programs offered by the College or any other matter concerning the College or the District and the applicant's application thereto. The Educational Consultant shall not make any representation or statement that is inconsistent with the laws applicable to the District or contrary to the College's or District's policies and procedures in any way. The Educational Consultant shall indemnify, defend and hold the District and the College harmless from any and all claims, demands,

liabilities, actions, causes of action, or other administrative or legal proceedings that arise from Educational Consultant's misleading, inaccurate or untrue statements or representations or omissions to any applicant or third party. Notwithstanding any other provision herein, the District has the right to terminate this Agreement immediately and without notice if the Educational Consultant makes any untrue, inaccurate, incomplete, misleading, or false statements to any third party.

10. The Educational Consultant acknowledges that the District retains full and complete discretion about whether or not to accept an applicant for enrollment. The Educational Consultant shall not make any representations or statements that the District has accepted an applicant or will accept an applicant. The Educational Consultant shall have no authority to accept an applicant or guarantee an applicant's acceptance by the District.

PAYMENT TERMS AND CONDITIONS

11. Subject to Paragraph 20, if the District accepts any of the Educational Consultant's applicants for admission as a new and full time student ("Student"), the District shall pay the Educational Consultant a fee as outlined below and in Appendix A. The amount of Educational Consultant's fee is based on the number of New Students enrolled as the result of the Educational Consultant's identified applicants who enroll as Regular Full-Time, Summer Full Time, or ELA Full Time, as those terms are defined herein. A Student is defined as new when they are attending their first semester, session, or class at the District, unless otherwise specified herein (hereinafter "New"). A student is considered full-time when they either (a) enroll in a minimum of 12 units at the District for a semester in a regular college credit program (hereinafter "Regular Full-Time"); (b) enroll in 6 units for a summer session (hereinafter "Summer Full-Time"), or (c) attend the English Language Academy (ELA) (hereinafter "ELA Full-Time"). Units for the purpose of this Agreement is defined as the District's credit units applicable towards maintaining F-1 status. A Student is considered eligible to be counted toward the Educational Consultant's fee if the student began attending the District as a New Student and continues attending the District for a second Regular Full-Time semester, Summer Full-Time session, and/or ELA Full-Time session in accordance with paragraphs 12-15, below (hereinafter "Eligible").
12. First Five Eligible Regular Full-Time Students. Subject to Paragraph 20, for each of the first five Eligible Regular Full-Time Students who the Educational Consultant recruits and who successfully apply, enroll Regular Full-Time, and pay in full for at least one Fall or Spring semester at the District during a given Academic Year (August to June), the District shall pay the Educational Consultant a fee of seven hundred U.S. dollars (\$700) per student for each semester the student attends for a maximum of two (2) semesters as published in the academic calendar. The District will pay the Educational Consultant this fee for the second semester only if the Eligible Student attends two consecutive regular semesters. Regular semesters are considered consecutive even where the Student attends as a Summer Full-Time Student in a session between a consecutive Spring semester and Fall semester. The total amount of money the District will pay per Eligible Full-Time Student for this category is fourteen hundred U.S. dollars (\$1400). (See Appendix A, Statements # 1-4.) Sixth and Subsequent Eligible Regular Full-Time Students. Subject to Paragraph 20, for each of the sixth and subsequent Eligible

Regular Full-Time Students (6 or greater) who are recruited by the Educational Consultant and who successfully apply, enroll Regular Full-Time, and pay in full for at least one Fall or Spring semester at the District during a given Academic Year (August to June), the District shall pay the Educational Consultant a fee of seven hundred fifty U.S. dollars (\$750) per student for each semester the student attends for a maximum of two (2) semesters as published in the academic calendar. The District will pay the Educational Consultant this fee for the second semester only if the Eligible Student attends two consecutive regular semesters. Regular semesters are considered consecutive even where the Student attends as a Summer Full-Time Student in a session between a consecutive Spring semester and Fall semester. The total amount of money the District will pay per Eligible Full-Time Student for this category is fifteen hundred U.S. dollars (\$1500). (See Appendix A, Statements # 1-4.)

13. Summer Session. Subject to Paragraph 20, for each Eligible Summer Full-Time Student recruited by Educational Consultant who successfully applies, enrolls in Summer Full-Time, and pays in full his/her first Summer session, the District shall pay the Consultant a fee of three hundred fifty U.S. dollars (\$350) per student. The District will pay this fee if the Eligible Summer Full Time Student attends college for the first time in the Summer session or if student attends Summer session after attending his/her first Spring semester. This Summer session Educational Consultant fee is in addition to the fees available in paragraphs 12 and 13, above, if applicable. The total amount of money the District will pay per New Summer Full-Time Student for this category is three hundred fifty U.S. dollars (\$350). (See Appendix A, Statements # 1-4.)
14. English Language Academy. Subject to Paragraph 20, for each Eligible ELA Full Time Student recruited by Educational Consultant who successfully applies, enrolls in ELA Full-Time, and pays in full, the District shall pay the Consultant a fee of three hundred fifty U.S. dollars (\$350) per student. Depending on student enrollment, the District may not offer ELA in the summer session, in which case the Educational Consultant will not be eligible for this fee for ELA. The District will pay the Educational Consultant a fee for an Eligible Full-Time ELA Student a maximum of two semesters and will pay for the second semester only if the Student attends and completes two consecutive semesters. The total amount of money the District will pay per New Full-Time Student for this category is seven hundred U.S. dollars (\$700). (See Appendix A, Statements # 1-4.) (See Appendix A, Statement # 3.)
15. Incentive Fee – Ten or Greater Students. In addition to the fees available in paragraphs 12 through 15, above, if the Educational Consultant recruits 10 or more New Regular Full-Time Students who successfully apply, enroll Full-Time, and pay in full for their first semester, the District will pay a single incentive flat fee of two thousand U.S. dollars (\$2,000) per the requirements of Paragraph 17 (“Incentive Fee”). (See Appendix A, Statement # 5.) The District will determine if Educational Consultant is eligible for this Incentive Fee and process the fee at the end of the semester based on an invoice that complies with Paragraph 21.
16. One (1) Incentive Fee is available each fall and each spring semester for recruiting the minimum quota (10 or greater). Students recruited in previous semesters do not count towards incentive quota. Only Eligible Regular Full-Time Students each Fall or Spring semester are counted towards the incentive fees.

17. All students must be recruited from overseas (outside the U.S.) and cannot be transfers from a U.S. domestic language program or from a U.S. college or university.
18. For the purposes of accurate invoice processing, it is Educational Consultant's responsibility to establish and notify the college of their representation of a particular student. Failure to establish that relationship with the student prior to the student applying to the District will invalidate any invoice for that particular student.
19. The District will only pay fees, including Incentive Fees, relating to those Students who meet the qualifications in this Agreement and who remain enrolled through the census date in full-time status beyond the census date (defined as the last day to drop a class and receive an enrollment fee refund).
20. The Educational Consultant shall deliver to the District, no earlier than thirty (30) days and no later than sixty (60) days after the census date, as published in the academic calendar, for study at a semester at the District, an invoice listing the fee owed to the Educational Consultant for that semester, in accordance with this Agreement, and the Students to which the fee relates. The invoice shall contain the detailed information about each Student's enrollment in order to support payment hereunder. If the Educational Consultant defaults on the terms for submission of invoice as specified above, the District has the right to decline payments.
21. If there is a dispute about an invoice, the District shall be entitled to withhold any fees until the dispute is resolved to the satisfaction of the District. The Educational Consultant shall provide all such other records and documentation requested by the District to substantiate the invoice.
22. The undisputed fee shall be paid to the Educational Consultant within forty five (45) days of receipt of an invoice from the Educational Consultant. The fee will be paid by check and mailed to the address the District has on file for the Educational Consultant. If payments have to be made in any other form, such as a wire transfer, any and all costs such as bank charges will be the responsibility of the Educational Consultant. The District has sole discretion to choose how payment is made to Educational Consultant. The Educational Consultant is responsible for all applicable taxes and fees related to payment of any fees paid by the District.

PERIOD OF AGREEMENT, TERMINATION, MISCELLANEOUS

23. This agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party. Either party to this Agreement may, in its sole discretion, terminate this Agreement with or without cause by giving the other party at least 30 days' prior written notice. In the event of termination without cause, the parties agree to fulfill their respective obligations associated with the current term or semester, prior to such termination becoming effective.
24. Termination for Cause. The District may terminate this agreement and be relieved of any consideration to Educational Consultant should Educational Consultant fail to perform the covenants herein at the time and in the manner provided. In the event of such termination, the District may proceed in any manner deemed proper by the District. The cost to the District

shall be deducted from any sum due the Agency under this Agreement, and the balance, if any, shall be paid by the Educational Consultant.

25. The Educational Consultant will deliver the Services in India, Nepal, Sri Lanka, & Bangladesh (the "Territory"). The Educational Consultant acknowledges and agrees that its rights to the Territory are non-exclusive and the District may, in its sole discretion, appoint another Educational Consultant or Educational Consultants to perform similar or identical services in the Territory or any part thereof at any time.
26. The District agrees to provide the District's annual calendar and international recruitment information packages to the Educational Consultant and provide updated materials on an annual basis. All such materials are subject to change without notice. Notwithstanding the foregoing, it is the Educational Consultant's responsibility to ensure it has all complete, up-to-date and accurate information and materials that are prepared by the District and provided by the District in order for it to perform the Services at all times. The Educational Consultant shall not use any information and materials that are outdated.
27. All expenses and costs incurred by the Educational Consultant in providing the Services shall be the sole responsibility of the Educational Consultant, including without limitation all salaries, wages, benefits and other amounts owing to its employees, Educational Consultants and representatives. The Educational Consultant shall provide and supply, at its own expense, all office facilities, equipment, materials and supplies required to perform the Services except for the annual calendar and other materials produced by the District and specified as being provided by the District in this Agreement.
28. Upon termination or expiration of the Term, the Educational Consultant shall promptly return to the District or destroy, at the District's option, all property of the District that is in Educational Consultant's possession or control, including marketing materials, academic calendars and Confidential Information, whether in hard copy or in electronic form. "Confidential Information" is any information that may be protected under state or federal privacy laws and includes information that a person would reasonably understand to be confidential, including, but not limited to, student information (including directory information), health information, academic information, and proprietary information, including copyright and trade secrets. The above list is not meant to be exhaustive and Confidential Information does not need to be marked as such in order to be Confidential Information.
29. Upon termination or expiration of the Term, the Educational Consultant shall cease providing the Services and cease representing itself as an Educational Consultant of the District and the College, and shall pay all amounts owing (if any) to the District immediately.
30. The District shall not be responsible for paying fees to the Educational Consultant in respect of Students whose application is received by the District following the date of termination or expiration of the Term.

GENERAL TERMS

31. The District and the Educational Consultant acknowledge and agree that the relationship of the Educational Consultant to the District is that of an independent contractor. Nothing herein shall be construed so as to place the parties in the relationship of partners or employer/employee. The Educational Consultant shall have no authority to act for or bind the District and/or the College or enter into any contract or commitment on behalf of the District and/or the College, nor shall the Educational Consultant hold itself out as having such authority. The Educational Consultant shall indemnify and hold the District harmless from and against any liability resulting from a breach of this Section. The Educational Consultant and its employees, Educational Consultants and representatives shall not be entitled to any benefits whatsoever otherwise made available to District employees.
32. In the performance of this Agreement, Educational Consultant and its employees and agents, shall each act as an independent contractor and is not an employee, officer, agent, partner, or joint venture of District by virtue of this Agreement. Educational Consultant agrees that it is free from control and direction of the District; performs work that is outside the usual course of District's business; and is customarily engaged in an independently established trade, occupation or business of the same nature as the Services it will perform for District under this Agreement. Educational Consultant shall defend, indemnify and hold District harmless from any claims, demands or liabilities, arising from Educational Consultant's misclassification of its own workers providing Services hereunder as independent contractors, or from any claims, demands or liabilities, arising from Educational Consultant's failure to provide its own workers with wages and other employment benefits that are required by law.
33. The Educational Consultant represents, warrants and acknowledges that the District is relying upon the following, that: (a) Educational Consultant has corporate authority and capacity to perform the Services and carry on business, (b) there is no legal proceeding in progress, pending, threatened or affecting the Educational Consultant that involves a possibility of a material judgment or restriction against the Educational Consultant or its performance of the Services, and (c) there are no prior agreements or commitments affecting the Educational Consultant that would adversely affect the Educational Consultant or its ability to perform the Services.
34. Indemnification Clause. To the fullest extent permitted by law, Educational Consultant agrees to defend, indemnify, and hold harmless the District, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense, including reasonable attorney fees, arising out of any demand, liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the Educational Consultant, or those of any of its officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss caused by the gross negligence or intentional acts of the District or any of its agents or employees. This provision survives any termination of this Agreement.
35. To the fullest extent permitted by law, the District shall have no liability for any act or omission of the District, its directors, officers, employees and Educational Consultants in connection

with or related to this Agreement or the failure to provide materials to the Educational Consultant, or any costs, losses, damages or expenses arising from the Educational Consultant's performance of the Services under this Agreement. The Educational Consultant agrees that it shall not bring any claim or join in any proceeding against the District for any costs, losses, damages or expenses suffered in connection with this Agreement, unless due to District's fraud, intentional misconduct or if otherwise permitted by law.

36. The Educational Consultant shall comply with all applicable laws, regulations, rules and orders in the performance of its obligations under this Agreement, including all such laws and regulations applicable in the Territory and any other jurisdiction where the Educational Consultant carries on business, as well as laws and regulations applicable to the District.
37. Insurance. Each party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with coverage of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating performance. Certifications of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement and in effect for insuring incidents that occur within the United States may be requested by either party. Educational Consultant shall name District as an additional insured on any commercial general liability policy or other applicable insurance required hereunder and shall obtain a waiver of subrogation against the District regarding same. Educational Consultant's provision of insurance or self-insurance hereunder shall not operate as a potential limitation of liability.
38. The Educational Consultant acknowledges that a breach or threatened breach by Educational Consultant of any of the provisions of any of this Agreement could cause the District irreparable harm not compensable in damages alone. The Educational Consultant further acknowledges that it is essential to the effective enforcement of this Agreement that, in addition to any other remedies to which the District may be entitled at law or in equity or otherwise under this Agreement, the District be entitled to seek and obtain, in a summary manner, interim, interlocutory, and permanent injunctive relief, specific performance and other equitable remedies. The Educational Consultant agrees that such actions are fair and reasonable and are reasonably required for the protection of the District.
39. The Educational Consultant acknowledges that it has received and will receive Confidential Information of and from the District, which includes, but is not limited to, all information relating to the District, the College, administration, student information, financial information, and any other information that is confidential in nature, whether marked confidential or not. The Educational Consultant agrees that it will keep in strict confidence and not use and/or disclose the Confidential Information to any other person except only as reasonably required for the performance of the Services. The Educational Consultant shall limit access and use of the Confidential Information to those employees that have a need to know in order to perform the Services. The Educational Consultant shall be responsible for ensuring that its employees are aware of and agree to adhere to the confidentiality obligations set out herein. In addition,

the existence of and terms and conditions of this Agreement form part of the Confidential Information and are to be kept mutually and strictly confidential by the parties at all times. The obligations of the Educational Consultant under this Section shall exist and continue in full force and effect notwithstanding the termination or expiration of this Agreement or the breach or alleged breach by the District of this Agreement.

40. The District grants the Educational Consultant a non-exclusive, non-transferable license to use certain trademarks, logos, trade names or other intellectual property of the District and/or College as the District may specify to the Educational Consultant from time to time (the “Intellectual Property”) solely and exclusively for the purposes of the Educational Consultant performing the Services. The Educational Consultant shall have no right or interest to the Intellectual Property except as expressly provided herein. The District may revoke the license in this Section at any time. The Educational Consultant shall submit all documents, advertisements or other materials using any of the Intellectual Property to the District for approval prior to usage. Upon the termination or expiration of this Agreement, the Educational Consultant shall immediately cease using all of the Intellectual Property for any purpose whatsoever.
41. Under this Agreement, the District considers Educational Consultant to be a “school official” with “legitimate educational interests” performing an institutional service or function for which the District would otherwise use employees within the meaning of the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g and 34 C.F.R. Part 99, and California Education Code §§ 49060-49085. As such, 34 C.F.R. 99.31(a)(1)(i) allows the District to disclose personally identifiable information from education records of students without the consent required by 34 C.F.R. section 99.30. The Educational Consultant agrees to comply with FERPA and cooperate as a “school official” thereunder. The Educational Consultant shall comply with all applicable privacy legislation at all times. The Educational Consultant shall collect, use and disclose all applicants’ personal information which it obtains in relation to this Agreement and maintain the confidentiality and privacy of such information in accordance with all applicable laws in the United States and in the Territory. The Educational Consultant acknowledges that the District is subject to privacy legislation and shall assist the District in complying with all applicable privacy legislation as it relates to the Services performed as part of this Agreement including any disclosure requirements. Educational Consultant shall indemnify, defend and hold the District and the College harmless from any claims arising from a breach of any applicable privacy laws or regulations.
42. All notices and other communications required or permitted to be given in this Agreement shall be in writing and shall be given to the parties at the following addresses or at such other address as a party shall specify by like notice: 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:

Educational Consultant

KC Overseas Education Private Limited

Krishna, Plot No 10/2, IT Park

OPP VNIT Engineer College

Parsodi, Nagpur-440022

Mr. Pankaj Agrawal

Director

DISTRICT

Rancho Santiago Community College
District

Santa Ana College

1530 W. 17th street

Santa Ana, CA 92706

Adam M. O'Connor

Interim Vice Chancellor
Business Operations/Fiscal Services

Mark C. Liang, J.D.

Dean of Enrollment and Support
Services

43. This written instrument constitutes the entire agreement between the parties and shall be interpreted and construed in accordance with the laws of the state of California and the federal laws of the United States of America applicable therein. There are no other agreements, understandings, representations or warranties, oral or otherwise. Any amendments to this Agreement shall have no force or effect unless made in writing and executed by both parties. Pursuant to the District's policies, this Agreement will not take effect until authorized by the Board of Trustees of the District.
44. If any provision of this Agreement shall to any extent be declared illegal or unenforceable by a duly authorized court of competent jurisdiction, then the remainder of this Agreement, or the application of such provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
45. Provisions of sections that, by their nature, must remain in effect beyond the termination or expiration of this Agreement survive the termination or expiration of this Agreement for any reason.

46. This Agreement is personal to the Educational Consultant and Educational Consultant may not assign this Agreement or any part thereof without the prior written consent of the District, which consent may be withheld at the District’s discretion. This Agreement shall be binding upon the Educational Consultant and its successors and permitted assigns.
47. The Educational Consultant acknowledges that the Educational Consultant has been advised to obtain full and adequate independent legal advice with respect to this Agreement and has executed this Agreement freely, voluntarily, without duress and with full knowledge and understanding of its terms and conditions.
48. This Agreement may be executed in any number of counterparts, each of which, when taken together, shall constitute one and the same instrument. For purposes of this Agreement, electronic signatures shall be deemed originals.

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

District: Rancho Santiago Community
College District, on behalf of Santa Ana
College, International Student Program

Santa Ana College
 1530 W. 17th street
 Santa Ana, CA 92706

X _____

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

Educational Consultant
KC Overseas Education Private Limited

Krishna, Plot No 10/2, IT Park
 OPP VNIT Engineer College
 Parsodi, Nagpur-440022

X _____

Mr. Pankaj Agrawal
Director

Date: _____

Date: _____

APPENDIX A

The examples and scenarios below assume that all other terms and conditions in the Agreement are otherwise met and are intended as hypothetical scenarios only.

Statement #1: Consultant's fee is paid for consecutive semesters only.

Example #1: Student attends Fall 2018 as a New and Regular Full-Time Student and then attends Spring 2019.

Consulting fee will be paid for both Fall and Spring semesters as stated in this Agreement.

Example #2: Student attends Fall 2018 as a New and Regular Full-Time Student, Spring 2019 as a Regular Full-Time Student and Summer 2019 as a Summer Full-Time Student.

Consulting fee will be paid for Fall, Spring and Summer as stated in this Agreement.

Example #3: Student attends Fall 2018 as a New and Regular Full-Time Student, does not attend Spring 2019, then returns and attends Summer 2019 Full-Time and Fall 2019 Full-Time.

Consulting fee will be paid for Fall 2018 only. No fee is paid for Summer 2019 session or the Fall 2019 semester because student did not attend the Spring 2019 semester.

Example #4: Student attends Spring 2019 as a New and Regular Full-Time Student, Fall 2019 as a Regular Full-Time Student, and then Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time Student.

Consulting fee will be paid for Spring 2019 and Fall 2019; both semesters qualify for payment since they are consecutive. No fee will be paid for Spring 2020 because the fee for Regular Full-Time students is for a maximum of two semesters. The Consultant does not earn the fee for Summer 2020 because it is not consecutive to the eligible Spring 2019 and Fall 2019 semesters.

Statement #2: Educational Consultant's fee is paid for a maximum of two semesters (fall or spring). Summer session is excluded; summer is not considered a semester; however fee is paid if student attends college for the first time in the summer session or if student attends summer session after attending his/her first spring semester. For purposes of this Agreement, a summer session must consist of a minimum of 6 units.

Example #1: Student attends Spring 2019 as a New and Regular Full-Time Student and attends Fall 2019 as a Regular Full-Time Student. Then, student attends Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time student.

Consulting fee will be paid for Spring 2019 and Fall 2019; both semesters qualify for payment since they are consecutive. No fee will be paid for Spring 2020 because the fee for Regular Full-Time students is for a maximum of two semesters. The Consultant does not earn the fee for Summer 2020 because it is not consecutive to the eligible Spring 2019 and Fall 2019 semesters.

Example #2: Student attends Summer 2019 session as a New and Summer Full-Time Student and attends Fall 2019 as a Regular Full-Time Student. Then, the student attends Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time Student.

Consulting fee will be paid for Summer 2019 as student started college for the first time during summer session. Consulting fee will also be paid for Fall 2019 and Spring 2020 semesters.

No fee is paid for Summer 2020 and any subsequent semesters.

Example #3: Student attends Spring 2019 as a New and Regular Full-Time Student, attends Summer 2019 as a Summer Full-Time Student, and attends Fall 2019 as a Regular Full-Time Student.

Consulting fee will be paid for Spring 2019.

Consulting fee will be paid for Summer 2019 because student is attending Summer session after her first college semester.

Consulting fee will be paid for Fall 2019.

Statement #3: The College will pay Educational Consultant up to two semesters total, regardless of whether the student attended and paid for English Language Program (ELA) or the District's regular college credit program, in any combination of semester terms in accordance with the provisions contained herein; no tacking of ELA and College Credit allowed.

Example #1: Student attends the English Language Academy (ELA) in Fall 2018 as a New and ELA Full-Time Student, then attends Spring 2019 as a Regular Full-Time Student.

Consulting fee will be paid for both semesters (*fee is paid for up to two semesters regardless of the program student attended*).

Example #2: Student attends the English Language Academy (ELA) in Fall 2018 as a New and ELA Full-Time Student and attends the English Language Academy (ELA) in Spring 2019 as an ELA Full-Time Student. Then, student attends Fall 2019 as a Regular Full-Time Student.

Consulting fee will be paid for Fall 2018 and Spring 2019 (*fee is paid for up to two semesters; although student is attending the regular college credit program for his first time in Fall 2019, no consulting fee is paid for this semester; no tacking of fees allowed*)

Statement #4: Educational Consultant's fee is based on the number of students recruited per semester for the regular college credit program & ELA. Summer session is not considered a semester; however, a fee of \$350 is paid to the Educational Consultant for each New Summer Full-Time Student. For purposes of this Agreement, a Summer session consist of 6-8 weeks (equivalent to 6 units).

Scenario #1: Educational Consultant recruits five students (A,B,C,D,E) for Spring 2019 as New and Regular Full-Time Students.

The College will pay Educational Consultant a fee of \$700 per student for Spring 2019

If students, A,B,C,D, and E attend Summer 2019 as Summer Full-Time Students, the College will pay \$350 fee per student

If students, A,B,C,D, and E attend Fall 2019 as Regular Full-Time Students, the College will pay \$700 fee per student

If students, A,B,C,D, and E attend Spring 2020 as Regular Full-Time Students, no fee is to be paid to Consultant as we have already paid the maximum per contract (*fee is to a maximum of two consecutive semesters in the regular college credit program*)

Scenario #2: Educational Consultant recruits six or more students for Spring 2019 as New and Regular Full-Time Students.

The College will pay Educational Consultant a fee of \$750 per student, for the sixth and subsequent students, for Spring 2019.

If the sixth and subsequent students attend Summer 2019 as Summer Full-Time Students, the College will pay \$350 fee per student

If the sixth and subsequent students attend Fall 2019 as Regular Full-Time Students, the College will pay \$750 fee per student

If the sixth and subsequent students attend the Spring 2020 as Regular Full-Time Students or subsequent semesters, no fee is to be paid to Educational Consultant as we have already paid the maximum per contract (*fee is to a maximum of two consecutive semesters*)

Statement #5: Educational Consultant will be eligible for an Incentive Fee of \$2,000 US dollars for the recruitment of a minimum of 10 New students (10 or greater) who successfully apply to District, enroll Regular Full-Time, and pay tuition fees in full for one semester. Incentive is available every semester for recruiting the minimum quota (**10** or greater) of New Regular Full-Time Students. Students recruited in previous semester(s) do not count towards the incentive quota; Students must be New and Regular Full-Time college credit students to be eligible for the incentive fee.

Scenario #1: The Educational Consultant recruits 12 New Regular Full-Time Students for fall 2018.

The District will pay Educational Consulting fee for each of the 12 New Regular Full-Time Students recruited who successfully apply, enroll full-time, and pay their tuition fees in full for Fall 2018. Additionally, The District will pay Educational Consultant \$2,000 as an Incentive Fee for recruiting a minimum of 10 New college credit students.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Student Services

| | |
|--|-------------------------|
| To: Board of Trustees | Date: December 14, 2020 |
| Re: Approval of Rancho Santiago Community College District International Student Recruitment Agreement with New World Study Abroad Consulting Co. Ltd. | |
| Action: Request for Approval | |

BACKGROUND

According to an American Council of Education report, since 2016 the percentage of schools using international student recruiting agents in the United States has increased from 11 percent to 30 percent. Using international student recruiting agents is one strategy of many and should be used as part of a whole recruitment plan, including traditional recruitment, local English schools, and social media. International student agents are an important part of a recruiting strategy for a strong and diverse international student body.

ANALYSIS

Santa Ana College seeks to provide a more supportive and comprehensive experience for prospective students. Having an international student recruitment agent with permanent presence in-country and knowledge of the culture, primary educational structure and language contributes significantly to a more supportive experience. International student recruitment agents have knowledge of the local markets to help make international student recruiting more cost effective and less resource intensive, which in turn has the potential to boost international student enrollment to Santa Ana College. This Agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party.

RECOMMENDATION

It is recommended the Board of Trustees approve the Rancho Santiago Community College District International Student Recruitment Agreement with New World Study Abroad Consulting Co. Ltd., located in the country of Vietnam, as presented.

| | |
|---|-------------------------------|
| Fiscal Impact: \$700-\$750 per student | Board Date: December 14, 2020 |
| Prepared by: Vaniethia Hubbard, Ed.D., Vice President, Student Services Mark C. Liang, J.D., Dean, Enrollment and Support Services | |
| Submitted by: Marilyn Flores, Ph.D., Interim President, Santa Ana College | |
| Recommended by: Marvin Martinez, Chancellor, RSCCD | |



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT INTERNATIONAL STUDENT RECRUITMENT AGREEMENT

This Agreement is made and entered into between Rancho Santiago Community College District (“District”) on behalf of Santa Ana College, International Student Program, hereinafter called the District and New World Study Abroad Consulting Co. Ltd , a licensed educational consultant in Vietnam , hereinafter the Educational Consultant.

RECITALS

WHEREAS, the **District** wishes to attract international student applicants to apply to and enroll at its college, **Santa Ana College** (hereinafter the “**College**”);

WHEREAS, the Educational Consultant has the capacity and capability to promote and market the College to potential students in Vietnam (“the “**Territory**”); and

WHEREAS, the District wishes to retain the services of the Educational Consultant on the terms and conditions set out herein and the Educational Consultant agrees to provide such Services, as defined below.

AGREEMENT

NOW THEREFORE in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereby covenant and agree as follows:

EDUCATIONAL CONSULTANT SERVICES

1. The District grants the Educational Consultant the non-exclusive right to represent the College for the purpose of recruiting international applicants for admission to the College.
2. The Educational Consultant accepts the foregoing appointment and agrees to provide promotion, marketing and recruitment services to actively and accurately promote the College within the Territory for the purpose of recruiting international applicants to the College (the “**Services**”).
3. The Educational Consultant shall use its best efforts and diligently perform the Services and conduct itself in a competent and wholly professional manner at all times. The Educational Consultant shall ensure that all of its employees, Educational Consultants and representatives are duly qualified and competent to provide the Services and shall comply with all terms of this Agreement. The Educational Consultant shall recruit only those applicants whom it believes can meet the academic and admission requirements of the College, as such academic and admission requirements are made known by the District to the Educational Consultant, and those found in the District’s Course Catalog for the College.
4. In performing the Services pursuant to this Agreement, the Educational Consultant shall

4.10 (2)

comply with all instructions of the District, as well as all specifications, standards, confidentiality, policies and procedures of the District and the College, as they may change from time to time.

5. The Educational Consultant shall not subcontract or delegate the Services to any other person or entity without the prior written consent of the District, which consent may be withheld in the District's sole and absolute discretion.

EDUCATIONAL CONSULTANT'S RESPONSIBILITIES

6. The District will provide any marketing materials to the Educational Consultant at training sessions and will deliver them to the Educational Consultant upon the Educational Consultant's reasonable request. The Educational Consultant shall use such marketing materials in its performance of the Services. If the Educational Consultant wishes to use other marketing materials not provided by the District, the Educational Consultant acknowledges that Educational Consultant is doing so as work made for hire and must submit such materials to the District for its prior written approval, which approval may be withheld in the District's sole and absolute discretion. Educational Consultant acknowledges and agrees that any materials that Educational Consultant creates during the term of this Agreement shall be work made for hire, and all ownership in and to such materials shall vest, upon creation, in the District. The Educational Consultant shall make any changes to such materials as the District may advise in its discretion.
7. The Educational Consultant shall keep records of its promotion and marketing activities, including the location of its activities and the names and contact information, specifically the email or phone number of potential students. The Educational Consultant shall provide regular market updates of its activities in the Territory (including reasonable details) to the District upon request.
8. As part of the Services, the Educational Consultant shall assist applicants with completing their applications to the College, visa applications, making payments to the District, and provide any other assistance relating to the applicant's application to and enrollment at the College. The Educational Consultant shall pre-screen all applicants to ensure their eligibility to enter the United States on a student visa.
9. The Educational Consultant shall ensure that all information it provides to applicants is true, accurate, complete and not misleading or false in any way. The Educational Consultant shall not, directly or indirectly, make any misrepresentation or mislead applicants about whether or not the College will accept the applicant, the nature of the courses and programs offered by the College or any other matter concerning the College or the District and the applicant's application thereto. The Educational Consultant shall not make any representation or statement that is inconsistent with the laws applicable to the District or contrary to the College's or District's policies and procedures in any way. The Educational Consultant shall indemnify, defend and hold the District and the College harmless from any and all claims, demands, liabilities, actions, causes of action, or other administrative or legal proceedings that arise from

Educational Consultant's misleading, inaccurate or untrue statements or representations or omissions to any applicant or third party. Notwithstanding any other provision herein, the District has the right to terminate this Agreement immediately and without notice if the Educational Consultant makes any untrue, inaccurate, incomplete, misleading, or false statements to any third party.

10. The Educational Consultant acknowledges that the District retains full and complete discretion about whether or not to accept an applicant for enrollment. The Educational Consultant shall not make any representations or statements that the District has accepted an applicant or will accept an applicant. The Educational Consultant shall have no authority to accept an applicant or guarantee an applicant's acceptance by the District.

PAYMENT TERMS AND CONDITIONS

11. Subject to Paragraph 20, if the District accepts any of the Educational Consultant's applicants for admission as a new and full time student ("Student"), the District shall pay the Educational Consultant a fee as outlined below and in Appendix A. The amount of Educational Consultant's fee is based on the number of New Students enrolled as the result of the Educational Consultant's identified applicants who enroll as Regular Full-Time, Summer Full Time, or ELA Full Time, as those terms are defined herein. A Student is defined as new when they are attending their first semester, session, or class at the District, unless otherwise specified herein (hereinafter "New"). A student is considered full-time when they either (a) enroll in a minimum of 12 units at the District for a semester in a regular college credit program (hereinafter "Regular Full-Time"); (b) enroll in 6 units for a summer session (hereinafter "Summer Full-Time"), or (c) attend the English Language Academy (ELA) (hereinafter "ELA Full-Time"). Units for the purpose of this Agreement is defined as the District's credit units applicable towards maintaining F-1 status. A Student is considered eligible to be counted toward the Educational Consultant's fee if the student began attending the District as a New Student and continues attending the District for a second Regular Full-Time semester, Summer Full-Time session, and/or ELA Full-Time session in accordance with paragraphs 12-15, below (hereinafter "Eligible").
12. First Five Eligible Regular Full-Time Students. Subject to Paragraph 20, for each of the first five Eligible Regular Full-Time Students who the Educational Consultant recruits and who successfully apply, enroll Regular Full-Time, and pay in full for at least one Fall or Spring semester at the District during a given Academic Year (August to June), the District shall pay the Educational Consultant a fee of seven hundred U.S. dollars (\$700) per student for each semester the student attends for a maximum of two (2) semesters as published in the academic calendar. The District will pay the Educational Consultant this fee for the second semester only if the Eligible Student attends two consecutive regular semesters. Regular semesters are considered consecutive even where the Student attends as a Summer Full-Time Student in a session between a consecutive Spring semester and Fall semester. The total amount of money the District will pay per Eligible Full-Time Student for this category is fourteen hundred U.S. dollars (\$1400). (See Appendix A, Statements # 1-4.)
13. Sixth and Subsequent Eligible Regular Full-Time Students. Subject to Paragraph 20, for each

of the sixth and subsequent Eligible Regular Full-Time Students (6 or greater) who are recruited by the Educational Consultant and who successfully apply, enroll Regular Full-Time, and pay in full for at least one Fall or Spring semester at the District during a given Academic Year (August to June), the District shall pay the Educational Consultant a fee of seven hundred fifty U.S. dollars (\$750) per student for each semester the student attends for a maximum of two (2) semesters as published in the academic calendar. The District will pay the Educational Consultant this fee for the second semester only if the Eligible Student attends two consecutive regular semesters. Regular semesters are considered consecutive even where the Student attends as a Summer Full-Time Student in a session between a consecutive Spring semester and Fall semester. The total amount of money the District will pay per Eligible Full-Time Student for this category is fifteen hundred U.S. dollars (\$1500). (See Appendix A, Statements # 1-4.)

14. Summer Session. Subject to Paragraph 20, for each Eligible Summer Full-Time Student recruited by Educational Consultant who successfully applies, enrolls in Summer Full-Time, and pays in full his/her first Summer session, the District shall pay the Consultant a fee of three hundred fifty U.S. dollars (\$350) per student. The District will pay this fee if the Eligible Summer Full Time Student attends college for the first time in the Summer session or if student attends Summer session after attending his/her first Spring semester. This Summer session Educational Consultant fee is in addition to the fees available in paragraphs 12 and 13, above, if applicable. The total amount of money the District will pay per New Summer Full-Time Student for this category is three hundred fifty U.S. dollars (\$350). (See Appendix A, Statements # 1-4.)
15. English Language Academy. Subject to Paragraph 20, for each Eligible ELA Full Time Student recruited by Educational Consultant who successfully applies, enrolls in ELA Full-Time, and pays in full, the District shall pay the Consultant a fee of three hundred fifty U.S. dollars (\$350) per student. Depending on student enrollment, the District may not offer ELA in the summer session, in which case the Educational Consultant will not be eligible for this fee for ELA. The District will pay the Educational Consultant a fee for an Eligible Full-Time ELA Student a maximum of two semesters and will pay for the second semester only if the Student attends and completes two consecutive semesters. The total amount of money the District will pay per New Full-Time Student for this category is seven hundred U.S. dollars (\$700). (See Appendix A, Statements # 1-4.) (See Appendix A, Statement # 3.)
16. Incentive Fee – Ten or Greater Students. In addition to the fees available in paragraphs 12 through 15, above, if the Educational Consultant recruits 10 or more New Regular Full-Time Students who successfully apply, enroll Full-Time, and pay in full for their first semester, the District will pay a single incentive flat fee of two thousand U.S. dollars (\$2,000) per the requirements of Paragraph 17 (“Incentive Fee”). (See Appendix A, Statement # 5.) The District will determine if Educational Consultant is eligible for this Incentive Fee and process the fee at the end of the semester based on an invoice that complies with Paragraph 21.
17. One (1) Incentive Fee is available each fall and each spring semester for recruiting the minimum quota (10 or greater). Students recruited in previous semesters do not count towards incentive quota. Only Eligible Regular Full-Time Students each Fall or Spring semester are counted towards the incentive fees.

18. All students must be recruited from overseas (outside the U.S.) and cannot be transfers from a U.S. domestic language program or from a U.S. college or university.
19. For the purposes of accurate invoice processing, it is Educational Consultant's responsibility to establish and notify the college of their representation of a particular student. Failure to establish that relationship with the student prior to the student applying to the District will invalidate any invoice for that particular student.
20. The District will only pay fees, including Incentive Fees, relating to those Students who meet the qualifications in this Agreement and who remain enrolled through the census date in full-time status beyond the census date (defined as the last day to drop a class and receive an enrollment fee refund).
21. The Educational Consultant shall deliver to the District, no earlier than thirty (30) days and no later than sixty (60) days after the census date, as published in the academic calendar, for study at a semester at the District, an invoice listing the fee owed to the Educational Consultant for that semester, in accordance with this Agreement, and the Students to which the fee relates. The invoice shall contain the detailed information about each Student's enrollment in order to support payment hereunder. If the Educational Consultant defaults on the terms for submission of invoice as specified above, the District has the right to decline payments.
22. If there is a dispute about an invoice, the District shall be entitled to withhold any fees until the dispute is resolved to the satisfaction of the District. The Educational Consultant shall provide all such other records and documentation requested by the District to substantiate the invoice.
23. The undisputed fee shall be paid to the Educational Consultant within forty five (45) days of receipt of an invoice from the Educational Consultant. The fee will be paid by check and mailed to the address the District has on file for the Educational Consultant. If payments have to be made in any other form, such as a wire transfer, any and all costs such as bank charges will be the responsibility of the Educational Consultant. The District has sole discretion to choose how payment is made to Educational Consultant. The Educational Consultant is responsible for all applicable taxes and fees related to payment of any fees paid by the District.

PERIOD OF AGREEMENT, TERMINATION, MISCELLANEOUS

24. This agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party. Either party to this Agreement may, in its sole discretion, terminate this Agreement with or without cause by giving the other party at least 30 days' prior written notice. In the event of termination without cause, the parties agree to fulfill their respective obligations associated with the current term or semester, prior to such termination becoming effective.
25. Termination for Cause. The District may terminate this agreement and be relieved of any consideration to Educational Consultant should Educational Consultant fail to perform the covenants herein at the time and in the manner provided. In the event of such termination, the District may proceed in any manner deemed proper by the District. The cost to the District

shall be deducted from any sum due the Agency under this Agreement, and the balance, if any, shall be paid by the Educational Consultant.

26. The Educational Consultant will deliver the Services in Vietnam (the “Territory”). The Educational Consultant acknowledges and agrees that its rights to the Territory are non-exclusive and the District may, in its sole discretion, appoint another Educational Consultant or Educational Consultants to perform similar or identical services in the Territory or any part thereof at any time.
27. The District agrees to provide the District’s annual calendar and international recruitment information packages to the Educational Consultant and provide updated materials on an annual basis. All such materials are subject to change without notice. Notwithstanding the foregoing, it is the Educational Consultant's responsibility to ensure it has all complete, up-to-date and accurate information and materials that are prepared by the District and provided by the District in order for it to perform the Services at all times. The Educational Consultant shall not use any information and materials that are outdated.
28. All expenses and costs incurred by the Educational Consultant in providing the Services shall be the sole responsibility of the Educational Consultant, including without limitation all salaries, wages, benefits and other amounts owing to its employees, Educational Consultants and representatives. The Educational Consultant shall provide and supply, at its own expense, all office facilities, equipment, materials and supplies required to perform the Services except for the annual calendar and other materials produced by the District and specified as being provided by the District in this Agreement.
29. Upon termination or expiration of the Term, the Educational Consultant shall promptly return to the District or destroy, at the District’s option, all property of the District that is in Educational Consultant’s possession or control, including marketing materials, academic calendars and Confidential Information, whether in hard copy or in electronic form. “Confidential Information” is any information that may be protected under state or federal privacy laws and includes information that a person would reasonably understand to be confidential, including, but not limited to, student information (including directory information), health information, academic information, and proprietary information, including copyright and trade secrets. The above list is not meant to be exhaustive and Confidential Information does not need to be marked as such in order to be Confidential Information.
30. Upon termination or expiration of the Term, the Educational Consultant shall cease providing the Services and cease representing itself as an Educational Consultant of the District and the College, and shall pay all amounts owing (if any) to the District immediately. The District shall not be responsible for paying fees to the Educational Consultant in respect of Students whose application is received by the District following the date of termination or expiration of the Term.

GENERAL TERMS

31. The District and the Educational Consultant acknowledge and agree that the relationship of the

Educational Consultant to the District is that of an independent contractor. Nothing herein shall be construed so as to place the parties in the relationship of partners or employer/employee. The Educational Consultant shall have no authority to act for or bind the District and/or the College or enter into any contract or commitment on behalf of the District and/or the College, nor shall the Educational Consultant hold itself out as having such authority. The Educational Consultant shall indemnify and hold the District harmless from and against any liability resulting from a breach of this Section. The Educational Consultant and its employees, Educational Consultants and representatives shall not be entitled to any benefits whatsoever otherwise made available to District employees.

32. In the performance of this Agreement, Educational Consultant and its employees and agents, shall each act as an independent contractor and is not an employee, officer, agent, partner, or joint venture of District by virtue of this Agreement. Educational Consultant agrees that it is free from control and direction of the District; performs work that is outside the usual course of District's business; and is customarily engaged in an independently established trade, occupation or business of the same nature as the Services it will perform for District under this Agreement. Educational Consultant shall defend, indemnify and hold District harmless from any claims, demands or liabilities, arising from Educational Consultant's misclassification of its own workers providing Services hereunder as independent contractors, or from any claims, demands or liabilities, arising from Educational Consultant's failure to provide its own workers with wages and other employment benefits that are required by law.
33. The Educational Consultant represents, warrants and acknowledges that the District is relying upon the following, that: (a) Educational Consultant has corporate authority and capacity to perform the Services and carry on business, (b) there is no legal proceeding in progress, pending, threatened or affecting the Educational Consultant that involves a possibility of a material judgment or restriction against the Educational Consultant or its performance of the Services, and (c) there are no prior agreements or commitments affecting the Educational Consultant that would adversely affect the Educational Consultant or its ability to perform the Services.
34. Indemnification Clause. To the fullest extent permitted by law, Educational Consultant agrees to defend, indemnify, and hold harmless the District, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense, including reasonable attorney fees, arising out of any demand, liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the Educational Consultant, or those of any of its officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss caused by the gross negligence or intentional acts of the District or any of its agents or employees. This provision survives any termination of this Agreement.
35. To the fullest extent permitted by law, the District shall have no liability for any act or omission of the District, its directors, officers, employees and Educational Consultants in connection with or related to this Agreement or the failure to provide materials to the Educational Consultant, or any costs, losses, damages or expenses arising from the Educational Consultant's performance of the Services under this Agreement. The Educational Consultant

agrees that it shall not bring any claim or join in any proceeding against the District for any costs, losses, damages or expenses suffered in connection with this Agreement, unless due to District's fraud, intentional misconduct or if otherwise permitted by law.

36. The Educational Consultant shall comply with all applicable laws, regulations, rules and orders in the performance of its obligations under this Agreement, including all such laws and regulations applicable in the Territory and any other jurisdiction where the Educational Consultant carries on business, as well as laws and regulations applicable to the District.
37. Insurance. Each party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with coverage of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating performance. Certifications of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement and in effect for insuring incidents that occur within the United States may be requested by either party. Educational Consultant shall name District as an additional insured on any commercial general liability policy or other applicable insurance required hereunder and shall obtain a waiver of subrogation against the District regarding same. Educational Consultant's provision of insurance or self-insurance hereunder shall not operate as a potential limitation of liability.
38. The Educational Consultant acknowledges that a breach or threatened breach by Educational Consultant of any of the provisions of any of this Agreement could cause the District irreparable harm not compensable in damages alone. The Educational Consultant further acknowledges that it is essential to the effective enforcement of this Agreement that, in addition to any other remedies to which the District may be entitled at law or in equity or otherwise under this Agreement, the District be entitled to seek and obtain, in a summary manner, interim, interlocutory, and permanent injunctive relief, specific performance and other equitable remedies. The Educational Consultant agrees that such actions are fair and reasonable and are reasonably required for the protection of the District.
39. The Educational Consultant acknowledges that it has received and will receive Confidential Information of and from the District, which includes, but is not limited to, all information relating to the District, the College, administration, student information, financial information, and any other information that is confidential in nature, whether marked confidential or not. The Educational Consultant agrees that it will keep in strict confidence and not use and/or disclose the Confidential Information to any other person except only as reasonably required for the performance of the Services. The Educational Consultant shall limit access and use of the Confidential Information to those employees that have a need to know in order to perform the Services. The Educational Consultant shall be responsible for ensuring that its employees are aware of and agree to adhere to the confidentiality obligations set out herein. In addition, the existence of and terms and conditions of this Agreement form part of the Confidential Information and are to be kept mutually and strictly confidential by the parties at all times. The obligations of the Educational Consultant under this Section shall exist and continue in full

force and effect notwithstanding the termination or expiration of this Agreement or the breach or alleged breach by the District of this Agreement.

40. The District grants the Educational Consultant a non-exclusive, non-transferable license to use certain trademarks, logos, trade names or other intellectual property of the District and/or College as the District may specify to the Educational Consultant from time to time (the “Intellectual Property”) solely and exclusively for the purposes of the Educational Consultant performing the Services. The Educational Consultant shall have no right or interest to the Intellectual Property except as expressly provided herein. The District may revoke the license in this Section at any time. The Educational Consultant shall submit all documents, advertisements or other materials using any of the Intellectual Property to the District for approval prior to usage. Upon the termination or expiration of this Agreement, the Educational Consultant shall immediately cease using all of the Intellectual Property for any purpose whatsoever.
41. Under this Agreement, the District considers Educational Consultant to be a “school official” with “legitimate educational interests” performing an institutional service or function for which the District would otherwise use employees within the meaning of the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g and 34 C.F.R. Part 99, and California Education Code §§ 49060-49085. As such, 34 C.F.R. 99.31(a)(1)(i) allows the District to disclose personally identifiable information from education records of students without the consent required by 34 C.F.R. section 99.30. The Educational Consultant agrees to comply with FERPA and cooperate as a “school official” thereunder. The Educational Consultant shall comply with all applicable privacy legislation at all times. The Educational Consultant shall collect, use and disclose all applicants’ personal information which it obtains in relation to this Agreement and maintain the confidentiality and privacy of such information in accordance with all applicable laws in the United States and in the Territory. The Educational Consultant acknowledges that the District is subject to privacy legislation and shall assist the District in complying with all applicable privacy legislation as it relates to the Services performed as part of this Agreement including any disclosure requirements. Educational Consultant shall indemnify, defend and hold the District and the College harmless from any claims arising from a breach of any applicable privacy laws or regulations.
42. All notices and other communications required or permitted to be given in this Agreement shall be in writing and shall be given to the parties at the following addresses or at such other address as a party shall specify by like notice: 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:

Educational Consultant
New World Study Abroad Consulting
Co. Ltd.

Tuong Viet Building
10B Suong Nguyet Anh Street
Ward Ben Thanh, District 1
Vietnam

Ms. Nguyen Thi Cam Tien
Director

DISTRICT

Rancho Santiago Community College
District

Santa Ana College

1530 W. 17th street
Santa Ana, CA 92706

Adam M. O'Connor

Interim Vice Chancellor
Business Operations/Fiscal Services

Mark C. Liang, J.D.

Dean of Enrollment and Support
Services

43. This written instrument constitutes the entire agreement between the parties and shall be interpreted and construed in accordance with the laws of the state of California and the federal laws of the United States of America applicable therein. There are no other agreements, understandings, representations or warranties, oral or otherwise. Any amendments to this Agreement shall have no force or effect unless made in writing and executed by both parties. Pursuant to the District's policies, this Agreement will not take effect until authorized by the Board of Trustees of the District.
44. If any provision of this Agreement shall to any extent be declared illegal or unenforceable by a duly authorized court of competent jurisdiction, then the remainder of this Agreement, or the application of such provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
45. Provisions of sections that, by their nature, must remain in effect beyond the termination or expiration of this Agreement survive the termination or expiration of this Agreement for any reason.
46. This Agreement is personal to the Educational Consultant and Educational Consultant may not assign this Agreement or any part thereof without the prior written consent of the District, which consent may be withheld at the District's discretion. This Agreement shall be binding upon the Educational Consultant and its successors and permitted assigns.

47. The Educational Consultant acknowledges that the Educational Consultant has been advised to obtain full and adequate independent legal advice with respect to this Agreement and has executed this Agreement freely, voluntarily, without duress and with full knowledge and understanding of its terms and conditions.
48. This Agreement may be executed in any number of counterparts, each of which, when taken together, shall constitute one and the same instrument. For purposes of this Agreement, electronic signatures shall be deemed originals.

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

District: Rancho Santiago Community
College District, on behalf of Santa Ana
College, International Student Program

Santa Ana College
 1530 W. 17th street
 Santa Ana, CA 92706

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

Date: _____

Educational Consultant
Consulting Marketing International Co. Ltd.

Tuong Viet Building
 10B Suong Nguyet Anh Street
 Ward Ben Thanh, District 1
 Vietnam

X _____
Ms. Nguyen Thi Cam Tien
Director

Date: _____

APPENDIX A

The examples and scenarios below assume that all other terms and conditions in the Agreement are otherwise met and are intended as hypothetical scenarios only.

Statement #1: Consultant's fee is paid for consecutive semesters only.

Example #1: Student attends Fall 2018 as a New and Regular Full-Time Student and then attends Spring 2019.

Consulting fee will be paid for both Fall and Spring semesters as stated in this Agreement.

Example #2: Student attends Fall 2018 as a New and Regular Full-Time Student, Spring 2019 as a Regular Full-Time Student and Summer 2019 as a Summer Full-Time Student.

Consulting fee will be paid for Fall, Spring and Summer as stated in this Agreement.

Example #3: Student attends Fall 2018 as a New and Regular Full-Time Student, does not attend Spring 2019, then returns and attends Summer 2019 Full-Time and Fall 2019 Full-Time.

Consulting fee will be paid for Fall 2018 only. No fee is paid for Summer 2019 session or the Fall 2019 semester because student did not attend the Spring 2019 semester.

Example #4: Student attends Spring 2019 as a New and Regular Full-Time Student, Fall 2019 as a Regular Full-Time Student, and then Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time Student.

Consulting fee will be paid for Spring 2019 and Fall 2019; both semesters qualify for payment since they are consecutive. No fee will be paid for Spring 2020 because the fee for Regular Full-Time students is for a maximum of two semesters. The Consultant does not earn the fee for Summer 2020 because it is not consecutive to the eligible Spring 2019 and Fall 2019 semesters.

Statement #2: Educational Consultant's fee is paid for a maximum of two semesters (fall or spring). Summer session is excluded; summer is not considered a semester; however fee is paid if student attends college for the first time in the summer session or if student attends summer session after attending his/her first spring semester. For purposes of this Agreement, a summer session must consist of a minimum of 6 units.

Example #1: Student attends Spring 2019 as a New and Regular Full-Time Student and attends Fall 2019 as a Regular Full-Time Student. Then, student attends Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time student.

Consulting fee will be paid for Spring 2019 and Fall 2019; both semesters qualify for payment since they are consecutive. No fee will be paid for Spring 2020 because the fee for Regular Full-Time students is for a maximum of two semesters. The Consultant does not earn the fee for Summer 2020 because it is not consecutive to the eligible Spring 2019 and Fall 2019 semesters.

Example #2: Student attends Summer 2019 session as a New and Summer Full-Time Student and attends Fall 2019 as a Regular Full-Time Student. Then, the student attends Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time Student.

Consulting fee will be paid for Summer 2019 as student started college for the first time during summer session. Consulting fee will also be paid for Fall 2019 and Spring 2020 semesters.

No fee is paid for Summer 2020 and any subsequent semesters.

Example #3: Student attends Spring 2019 as a New and Regular Full-Time Student, attends Summer 2019 as a Summer Full-Time Student, and attends Fall 2019 as a Regular Full-Time Student.

Consulting fee will be paid for Spring 2019.

Consulting fee will be paid for Summer 2019 because student is attending Summer session after her first college semester.

Consulting fee will be paid for Fall 2019.

Statement #3: The College will pay Educational Consultant up to two semesters total, regardless of whether the student attended and paid for English Language Program (ELA) or the District's regular college credit program, in any combination of semester terms in accordance with the provisions contained herein; no tacking of ELA and College Credit allowed.

Example #1: Student attends the English Language Academy (ELA) in Fall 2018 as a New and ELA Full-Time Student, then attends Spring 2019 as a Regular Full-Time Student.

Consulting fee will be paid for both semesters (*fee is paid for up to two semesters regardless of the program student attended*).

Example #2: Student attends the English Language Academy (ELA) in Fall 2018 as a New and ELA Full-Time Student and attends the English Language Academy (ELA) in Spring 2019 as an ELA Full-Time Student. Then, student attends Fall 2019 as a Regular Full-Time Student.

Consulting fee will be paid for Fall 2018 and Spring 2019 (*fee is paid for up to two semesters; although student is attending the regular college credit program for his first time in Fall 2019, no consulting fee is paid for this semester; no tacking of fees allowed*)

Statement #4: Educational Consultant's fee is based on the number of students recruited per semester for the regular college credit program & ELA. Summer session is not considered a semester; however, a fee of \$350 is paid to the Educational Consultant for each New Summer Full-Time Student. For purposes of this Agreement, a Summer session consist of 6-8 weeks (equivalent to 6 units).

Scenario #1: Educational Consultant recruits five students (A,B,C,D,E) for Spring 2019 as New and Regular Full-Time Students.

The College will pay Educational Consultant a fee of \$700 per student for Spring 2019

If students, A,B,C,D, and E attend Summer 2019 as Summer Full-Time Students, the College will pay \$350 fee per student

If students, A,B,C,D, and E attend Fall 2019 as Regular Full-Time Students, the College will pay \$700 fee per student

If students, A,B,C,D, and E attend Spring 2020 as Regular Full-Time Students, no fee is to be paid to Consultant as we have already paid the maximum per contract (*fee is to a maximum of two consecutive semesters in the regular college credit program*)

Scenario #2: Educational Consultant recruits six or more students for Spring 2019 as New and Regular Full-Time Students.

The College will pay Educational Consultant a fee of \$750 per student, for the sixth and subsequent students, for Spring 2019.

If the sixth and subsequent students attend Summer 2019 as Summer Full-Time Students, the College will pay \$350 fee per student

If the sixth and subsequent students attend Fall 2019 as Regular Full-Time Students, the College will pay \$750 fee per student

If the sixth and subsequent students attend the Spring 2020 as Regular Full-Time Students or subsequent semesters, no fee is to be paid to Educational Consultant as we have already paid the maximum per contract (*fee is to a maximum of two consecutive semesters*)

Statement #5: Educational Consultant will be eligible for an Incentive Fee of \$2,000 US dollars for the recruitment of a minimum of 10 New students (10 or greater) who successfully apply to District, enroll Regular Full-Time, and pay tuition fees in full for one semester. Incentive is available every semester for recruiting the minimum quota (**10** or greater) of New Regular Full-Time Students. Students recruited in previous semester(s) do not count towards the incentive quota; Students must be New and Regular Full-Time college credit students to be eligible for the incentive fee.

Scenario #1: The Educational Consultant recruits 12 New Regular Full-Time Students for fall 2018.

The District will pay Educational Consulting fee for each of the 12 New Regular Full-Time Students recruited who successfully apply, enroll full-time, and pay their tuition fees in full for Fall 2018. Additionally, The District will pay Educational Consultant \$2,000 as an Incentive Fee for recruiting a minimum of 10 New college credit students.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Student Services

| | | |
|---------|--|-------------------------|
| To: | Board of Trustees | Date: December 14, 2020 |
| Re: | Approval of the Rancho Santiago Community College District International Student Recruitment Agreement with Cong Ty TNHH Tai Chanh-Thuong Mai-Du Hoc Du Lich Thai Binh Duong (Pacific Ocean) | |
| Action: | Request for Approval | |

BACKGROUND

According to an American Council of Education report, since 2016 the percentage of schools using international student recruiting agents in the United States has increased from 11 percent to 30 percent. Using international student recruiting agents is one strategy of many and should be used as part of a whole recruitment plan, including traditional recruitment, local English schools, and social media. International student agents are an important part of a recruiting strategy for a strong and diverse international student body.

ANALYSIS

Santa Ana College seeks to provide a more supportive and comprehensive experience for prospective students. Having an international student recruitment agent with permanent presence in-country and knowledge of the culture, primary educational structure and language contributes significantly to a more supportive experience. International student recruitment agents have knowledge of the local markets to help make international student recruiting more cost effective and less resource intensive, which in turn has the potential to boost international student enrollment to Santa Ana College. This Agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party.

RECOMMENDATION

It is recommended the Board of Trustees approve the Rancho Santiago Community College District International Student Recruitment Agreement with Cong Ty TNHH Tai Chanh-Thuong Mai-Du Hoc Du Lich Thai Binh Duong (Pacific Ocean), located in the country of Vietnam, as presented.

| | | |
|-----------------|--|-------------------------------|
| Fiscal Impact: | \$700-\$750 per student | Board Date: December 14, 2020 |
| Prepared by: | Vaniethia Hubbard, Ed.D., Vice President, Student Services Mark C. Liang, J.D., Dean, Enrollment and Support Services | |
| Submitted by: | Marilyn Flores, Ph.D., Interim President, Santa Ana College | |
| Recommended by: | Marvin Martinez, Chancellor, RSCCD | |



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
INTERNATIONAL STUDENT RECRUITMENT AGREEMENT

This Agreement is made and entered into between Rancho Santiago Community College District (“District”) on behalf of Santa Ana College, International Student Program, hereinafter called the District and Cong Ty TNHH Tai Chanh-Thuong Mai-Du Hoc Du Lich Thai Binh Duong (Pacific Ocean), a licensed educational consultant in Vietnam, hereinafter the Educational Consultant.

RECITALS

WHEREAS, the **District** wishes to attract international student applicants to apply to and enroll at its college, **Santa Ana College** (hereinafter the “**College**”);

WHEREAS, the Educational Consultant has the capacity and capability to promote and market the College to potential students in Vietnam (“the “**Territory**”); and

WHEREAS, the District wishes to retain the services of the Educational Consultant on the terms and conditions set out herein and the Educational Consultant agrees to provide such Services, as defined below.

AGREEMENT

NOW THEREFORE in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereby covenant and agree as follows:

EDUCATIONAL CONSULTANT SERVICES

1. The District grants the Educational Consultant the non-exclusive right to represent the College for the purpose of recruiting international applicants for admission to the College.
2. The Educational Consultant accepts the foregoing appointment and agrees to provide promotion, marketing and recruitment services to actively and accurately promote the College within the Territory for the purpose of recruiting international applicants to the College (the “**Services**”).
3. The Educational Consultant shall use its best efforts and diligently perform the Services and conduct itself in a competent and wholly professional manner at all times. The Educational Consultant shall ensure that all of its employees, Educational Consultants and representatives are duly qualified and competent to provide the Services and shall comply with all terms of this Agreement. The Educational Consultant shall recruit only those applicants whom it believes can meet the academic and admission requirements of the College, as such academic and admission requirements are made known by the District to the Educational Consultant, and those found in the District’s Course Catalog for the College.

4. In performing the Services pursuant to this Agreement, the Educational Consultant shall comply with all instructions of the District, as well as all specifications, standards, confidentiality, policies and procedures of the District and the College, as they may change from time to time.
5. The Educational Consultant shall not subcontract or delegate the Services to any other person or entity without the prior written consent of the District, which consent may be withheld in the District's sole and absolute discretion.

EDUCATIONAL CONSULTANT'S RESPONSIBILITIES

6. The District will provide any marketing materials to the Educational Consultant at training sessions and will deliver them to the Educational Consultant upon the Educational Consultant's reasonable request. The Educational Consultant shall use such marketing materials in its performance of the Services. If the Educational Consultant wishes to use other marketing materials not provided by the District, the Educational Consultant acknowledges that Educational Consultant is doing so as work made for hire and must submit such materials to the District for its prior written approval, which approval may be withheld in the District's sole and absolute discretion. Educational Consultant acknowledges and agrees that any materials that Educational Consultant creates during the term of this Agreement shall be work made for hire, and all ownership in and to such materials shall vest, upon creation, in the District. The Educational Consultant shall make any changes to such materials as the District may advise in its discretion.
7. The Educational Consultant shall keep records of its promotion and marketing activities, including the location of its activities and the names and contact information, specifically the email or phone number of potential students. The Educational Consultant shall provide regular market updates of its activities in the Territory (including reasonable details) to the District upon request.
8. As part of the Services, the Educational Consultant shall assist applicants with completing their applications to the College, visa applications, making payments to the District, and provide any other assistance relating to the applicant's application to and enrollment at the College. The Educational Consultant shall pre-screen all applicants to ensure their eligibility to enter the United States on a student visa.
9. The Educational Consultant shall ensure that all information it provides to applicants is true, accurate, complete and not misleading or false in any way. The Educational Consultant shall not, directly or indirectly, make any misrepresentation or mislead applicants about whether or not the College will accept the applicant, the nature of the courses and programs offered by the College or any other matter concerning the College or the District and the applicant's application thereto. The Educational Consultant shall not make any representation or statement that is inconsistent with the laws applicable to the District or contrary to the College's or District's policies and procedures in any way. The Educational Consultant shall indemnify, defend and hold the District and the College harmless from any and all claims, demands,

liabilities, actions, causes of action, or other administrative or legal proceedings that arise from Educational Consultant's misleading, inaccurate or untrue statements or representations or omissions to any applicant or third party. Notwithstanding any other provision herein, the District has the right to terminate this Agreement immediately and without notice if the Educational Consultant makes any untrue, inaccurate, incomplete, misleading, or false statements to any third party.

10. The Educational Consultant acknowledges that the District retains full and complete discretion about whether or not to accept an applicant for enrollment. The Educational Consultant shall not make any representations or statements that the District has accepted an applicant or will accept an applicant. The Educational Consultant shall have no authority to accept an applicant or guarantee an applicant's acceptance by the District.

PAYMENT TERMS AND CONDITIONS

11. Subject to Paragraph 20, if the District accepts any of the Educational Consultant's applicants for admission as a new and full time student ("Student"), the District shall pay the Educational Consultant a fee as outlined below and in Appendix A. The amount of Educational Consultant's fee is based on the number of New Students enrolled as the result of the Educational Consultant's identified applicants who enroll as Regular Full-Time, Summer Full Time, or ELA Full Time, as those terms are defined herein. A Student is defined as new when they are attending their first semester, session, or class at the District, unless otherwise specified herein (hereinafter "New"). A student is considered full-time when they either (a) enroll in a minimum of 12 units at the District for a semester in a regular college credit program (hereinafter "Regular Full-Time"); (b) enroll in 6 units for a summer session (hereinafter "Summer Full-Time"), or (c) attend the English Language Academy (ELA) (hereinafter "ELA Full-Time"). Units for the purpose of this Agreement is defined as the District's credit units applicable towards maintaining F-1 status. A Student is considered eligible to be counted toward the Educational Consultant's fee if the student began attending the District as a New Student and continues attending the District for a second Regular Full-Time semester, Summer Full-Time session, and/or ELA Full-Time session in accordance with paragraphs 12-15, below (hereinafter "Eligible").
12. First Five Eligible Regular Full-Time Students. Subject to Paragraph 20, for each of the first five Eligible Regular Full-Time Students who the Educational Consultant recruits and who successfully apply, enroll Regular Full-Time, and pay in full for at least one Fall or Spring semester at the District during a given Academic Year (August to June), the District shall pay the Educational Consultant a fee of seven hundred U.S. dollars (\$700) per student for each semester the student attends for a maximum of two (2) semesters as published in the academic calendar. The District will pay the Educational Consultant this fee for the second semester only if the Eligible Student attends two consecutive regular semesters. Regular semesters are considered consecutive even where the Student attends as a Summer Full-Time Student in a session between a consecutive Spring semester and Fall semester. The total amount of money the District will pay per Eligible Full-Time Student for this category is fourteen hundred U.S. dollars (\$1400). (See Appendix A, Statements # 1-4.)

13. Sixth and Subsequent Eligible Regular Full-Time Students. Subject to Paragraph 20, for each of the sixth and subsequent Eligible Regular Full-Time Students (6 or greater) who are recruited by the Educational Consultant and who successfully apply, enroll Regular Full-Time, and pay in full for at least one Fall or Spring semester at the District during a given Academic Year (August to June), the District shall pay the Educational Consultant a fee of seven hundred fifty U.S. dollars (\$750) per student for each semester the student attends for a maximum of two (2) semesters as published in the academic calendar. The District will pay the Educational Consultant this fee for the second semester only if the Eligible Student attends two consecutive regular semesters. Regular semesters are considered consecutive even where the Student attends as a Summer Full-Time Student in a session between a consecutive Spring semester and Fall semester. The total amount of money the District will pay per Eligible Full-Time Student for this category is fifteen hundred U.S. dollars (\$1500). (See Appendix A, Statements # 1-4.)
14. Summer Session. Subject to Paragraph 20, for each Eligible Summer Full-Time Student recruited by Educational Consultant who successfully applies, enrolls in Summer Full-Time, and pays in full his/her first Summer session, the District shall pay the Consultant a fee of three hundred fifty U.S. dollars (\$350) per student. The District will pay this fee if the Eligible Summer Full Time Student attends college for the first time in the Summer session or if student attends Summer session after attending his/her first Spring semester. This Summer session Educational Consultant fee is in addition to the fees available in paragraphs 12 and 13, above, if applicable. The total amount of money the District will pay per New Summer Full-Time Student for this category is three hundred fifty U.S. dollars (\$350). (See Appendix A, Statements # 1-4.)
15. English Language Academy. Subject to Paragraph 20, for each Eligible ELA Full Time Student recruited by Educational Consultant who successfully applies, enrolls in ELA Full-Time, and pays in full, the District shall pay the Consultant a fee of three hundred fifty U.S. dollars (\$350) per student. Depending on student enrollment, the District may not offer ELA in the summer session, in which case the Educational Consultant will not be eligible for this fee for ELA. The District will pay the Educational Consultant a fee for an Eligible Full-Time ELA Student a maximum of two semesters and will pay for the second semester only if the Student attends and completes two consecutive semesters. The total amount of money the District will pay per New Full-Time Student for this category is seven hundred U.S. dollars (\$700). (See Appendix A, Statements # 1-4.) (See Appendix A, Statement # 3.)
16. Incentive Fee – Ten or Greater Students. In addition to the fees available in paragraphs 12 through 15, above, if the Educational Consultant recruits 10 or more New Regular Full-Time Students who successfully apply, enroll Full-Time, and pay in full for their first semester, the District will pay a single incentive flat fee of two thousand U.S. dollars (\$2,000) per the requirements of Paragraph 17 (“Incentive Fee”). (See Appendix A, Statement # 5.) The District will determine if Educational Consultant is eligible for this Incentive Fee and process the fee at the end of the semester based on an invoice that complies with Paragraph 21.
17. One (1) Incentive Fee is available each fall and each spring semester for recruiting the minimum quota (10 or greater). Students recruited in previous semesters do not count towards

incentive quota. Only Eligible Regular Full-Time Students each Fall or Spring semester are counted towards the incentive fees.

18. All students must be recruited from overseas (outside the U.S.) and cannot be transfers from a U.S. domestic language program or from a U.S. college or university.
19. For the purposes of accurate invoice processing, it is Educational Consultant's responsibility to establish and notify the college of their representation of a particular student. Failure to establish that relationship with the student prior to the student applying to the District will invalidate any invoice for that particular student.
20. The District will only pay fees, including Incentive Fees, relating to those Students who meet the qualifications in this Agreement and who remain enrolled through the census date in full-time status beyond the census date (defined as the last day to drop a class and receive an enrollment fee refund).
21. The Educational Consultant shall deliver to the District, no earlier than thirty (30) days and no later than sixty (60) days after the census date, as published in the academic calendar, for study at a semester at the District, an invoice listing the fee owed to the Educational Consultant for that semester, in accordance with this Agreement, and the Students to which the fee relates. The invoice shall contain the detailed information about each Student's enrollment in order to support payment hereunder. If the Educational Consultant defaults on the terms for submission of invoice as specified above, the District has the right to decline payments.
22. If there is a dispute about an invoice, the District shall be entitled to withhold any fees until the dispute is resolved to the satisfaction of the District. The Educational Consultant shall provide all such other records and documentation requested by the District to substantiate the invoice.
23. The undisputed fee shall be paid to the Educational Consultant within forty five (45) days of receipt of an invoice from the Educational Consultant. The fee will be paid by check and mailed to the address the District has on file for the Educational Consultant. If payments have to be made in any other form, such as a wire transfer, any and all costs such as bank charges will be the responsibility of the Educational Consultant. The District has sole discretion to choose how payment is made to Educational Consultant. The Educational Consultant is responsible for all applicable taxes and fees related to payment of any fees paid by the District.

PERIOD OF AGREEMENT, TERMINATION, MISCELLANEOUS

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

25. Termination for Cause. The District may terminate this agreement and be relieved of any consideration to Educational Consultant should Educational Consultant fail to perform the covenants herein at the time and in the manner provided. In the event of such termination, the District may proceed in any manner deemed proper by the District. The cost to the District shall be deducted from any sum due the Agency under this Agreement, and the balance, if any, shall be paid by the Educational Consultant.
26. The Educational Consultant will deliver the Services in Vietnam (the "Territory"). The Educational Consultant acknowledges and agrees that its rights to the Territory are non-exclusive and the District may, in its sole discretion, appoint another Educational Consultant or Educational Consultants to perform similar or identical services in the Territory or any part thereof at any time.
27. The District agrees to provide the District's annual calendar and international recruitment information packages to the Educational Consultant and provide updated materials on an annual basis. All such materials are subject to change without notice. Notwithstanding the foregoing, it is the Educational Consultant's responsibility to ensure it has all complete, up-to-date and accurate information and materials that are prepared by the District and provided by the District in order for it to perform the Services at all times. The Educational Consultant shall not use any information and materials that are outdated.
28. All expenses and costs incurred by the Educational Consultant in providing the Services shall be the sole responsibility of the Educational Consultant, including without limitation all salaries, wages, benefits and other amounts owing to its employees, Educational Consultants and representatives. The Educational Consultant shall provide and supply, at its own expense, all office facilities, equipment, materials and supplies required to perform the Services except for the annual calendar and other materials produced by the District and specified as being provided by the District in this Agreement.
29. Upon termination or expiration of the Term, the Educational Consultant shall promptly return to the District or destroy, at the District's option, all property of the District that is in Educational Consultant's possession or control, including marketing materials, academic calendars and Confidential Information, whether in hard copy or in electronic form. "Confidential Information" is any information that may be protected under state or federal privacy laws and includes information that a person would reasonably understand to be confidential, including, but not limited to, student information (including directory information), health information, academic information, and proprietary information, including copyright and trade secrets. The above list is not meant to be exhaustive and Confidential Information does not need to be marked as such in order to be Confidential Information.
30. Upon termination or expiration of the Term, the Educational Consultant shall cease providing the Services and cease representing itself as an Educational Consultant of the District and the College, and shall pay all amounts owing (if any) to the District immediately. The District shall not be responsible for paying fees to the Educational Consultant in respect of Students whose application is received by the District following the date of termination or expiration of the Term.

GENERAL TERMS

31. The District and the Educational Consultant acknowledge and agree that the relationship of the Educational Consultant to the District is that of an independent contractor. Nothing herein shall be construed so as to place the parties in the relationship of partners or employer/employee. The Educational Consultant shall have no authority to act for or bind the District and/or the College or enter into any contract or commitment on behalf of the District and/or the College, nor shall the Educational Consultant hold itself out as having such authority. The Educational Consultant shall indemnify and hold the District harmless from and against any liability resulting from a breach of this Section. The Educational Consultant and its employees, Educational Consultants and representatives shall not be entitled to any benefits whatsoever otherwise made available to District employees.
32. In the performance of this Agreement, Educational Consultant and its employees and agents, shall each act as an independent contractor and is not an employee, officer, agent, partner, or joint venture of District by virtue of this Agreement. Educational Consultant agrees that it is free from control and direction of the District; performs work that is outside the usual course of District's business; and is customarily engaged in an independently established trade, occupation or business of the same nature as the Services it will perform for District under this Agreement. Educational Consultant shall defend, indemnify and hold District harmless from any claims, demands or liabilities, arising from Educational Consultant's misclassification of its own workers providing Services hereunder as independent contractors, or from any claims, demands or liabilities, arising from Educational Consultant's failure to provide its own workers with wages and other employment benefits that are required by law.
33. The Educational Consultant represents, warrants and acknowledges that the District is relying upon the following, that: (a) Educational Consultant has corporate authority and capacity to perform the Services and carry on business, (b) there is no legal proceeding in progress, pending, threatened or affecting the Educational Consultant that involves a possibility of a material judgment or restriction against the Educational Consultant or its performance of the Services, and (c) there are no prior agreements or commitments affecting the Educational Consultant that would adversely affect the Educational Consultant or its ability to perform the Services.
34. Indemnification Clause. To the fullest extent permitted by law, Educational Consultant agrees to defend, indemnify, and hold harmless the District, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense, including reasonable attorney fees, arising out of any demand, liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the Educational Consultant, or those of any of its officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss caused by the gross negligence or intentional acts of the District or any of its agents or employees. This provision survives any termination of this Agreement.
35. To the fullest extent permitted by law, the District shall have no liability for any act or omission

of the District, its directors, officers, employees and Educational Consultants in connection with or related to this Agreement or the failure to provide materials to the Educational Consultant, or any costs, losses, damages or expenses arising from the Educational Consultant's performance of the Services under this Agreement. The Educational Consultant agrees that it shall not bring any claim or join in any proceeding against the District for any costs, losses, damages or expenses suffered in connection with this Agreement, unless due to District's fraud, intentional misconduct or if otherwise permitted by law.

36. The Educational Consultant shall comply with all applicable laws, regulations, rules and orders in the performance of its obligations under this Agreement, including all such laws and regulations applicable in the Territory and any other jurisdiction where the Educational Consultant carries on business, as well as laws and regulations applicable to the District.
37. Insurance. Each party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with coverage of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating performance. Certifications of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement and in effect for insuring incidents that occur within the United States may be requested by either party. Educational Consultant shall name District as an additional insured on any commercial general liability policy or other applicable insurance required hereunder and shall obtain a waiver of subrogation against the District regarding same. Educational Consultant's provision of insurance or self-insurance hereunder shall not operate as a potential limitation of liability.
38. The Educational Consultant acknowledges that a breach or threatened breach by Educational Consultant of any of the provisions of any of this Agreement could cause the District irreparable harm not compensable in damages alone. The Educational Consultant further acknowledges that it is essential to the effective enforcement of this Agreement that, in addition to any other remedies to which the District may be entitled at law or in equity or otherwise under this Agreement, the District be entitled to seek and obtain, in a summary manner, interim, interlocutory, and permanent injunctive relief, specific performance and other equitable remedies. The Educational Consultant agrees that such actions are fair and reasonable and are reasonably required for the protection of the District.
39. The Educational Consultant acknowledges that it has received and will receive Confidential Information of and from the District, which includes, but is not limited to, all information relating to the District, the College, administration, student information, financial information, and any other information that is confidential in nature, whether marked confidential or not. The Educational Consultant agrees that it will keep in strict confidence and not use and/or disclose the Confidential Information to any other person except only as reasonably required for the performance of the Services. The Educational Consultant shall limit access and use of the Confidential Information to those employees that have a need to know in order to perform

the Services. The Educational Consultant shall be responsible for ensuring that its employees are aware of and agree to adhere to the confidentiality obligations set out herein. In addition, the existence of and terms and conditions of this Agreement form part of the Confidential Information and are to be kept mutually and strictly confidential by the parties at all times. The obligations of the Educational Consultant under this Section shall exist and continue in full force and effect notwithstanding the termination or expiration of this Agreement or the breach or alleged breach by the District of this Agreement.

40. The District grants the Educational Consultant a non-exclusive, non-transferable license to use certain trademarks, logos, trade names or other intellectual property of the District and/or College as the District may specify to the Educational Consultant from time to time (the “Intellectual Property”) solely and exclusively for the purposes of the Educational Consultant performing the Services. The Educational Consultant shall have no right or interest to the Intellectual Property except as expressly provided herein. The District may revoke the license in this Section at any time. The Educational Consultant shall submit all documents, advertisements or other materials using any of the Intellectual Property to the District for approval prior to usage. Upon the termination or expiration of this Agreement, the Educational Consultant shall immediately cease using all of the Intellectual Property for any purpose whatsoever.
41. Under this Agreement, the District considers Educational Consultant to be a “school official” with “legitimate educational interests” performing an institutional service or function for which the District would otherwise use employees within the meaning of the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g and 34 C.F.R. Part 99, and California Education Code §§ 49060-49085. As such, 34 C.F.R. 99.31(a)(1)(i) allows the District to disclose personally identifiable information from education records of students without the consent required by 34 C.F.R. section 99.30. The Educational Consultant agrees to comply with FERPA and cooperate as a “school official” thereunder. The Educational Consultant shall comply with all applicable privacy legislation at all times. The Educational Consultant shall collect, use and disclose all applicants’ personal information which it obtains in relation to this Agreement and maintain the confidentiality and privacy of such information in accordance with all applicable laws in the United States and in the Territory. The Educational Consultant acknowledges that the District is subject to privacy legislation and shall assist the District in complying with all applicable privacy legislation as it relates to the Services performed as part of this Agreement including any disclosure requirements. Educational Consultant shall indemnify, defend and hold the District and the College harmless from any claims arising from a breach of any applicable privacy laws or regulations.
42. All notices and other communications required or permitted to be given in this Agreement shall be in writing and shall be given to the parties at the following addresses or at such other address as a party shall specify by like notice: 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:

Educational Consultant
Cong Ty TNHH Tai Chanh-Thuong
Mai-Du Hoc- Du lich Thai Binh Duong

(Pacific Ocean)

57 Ho Van Hue

Ward 9, Phu Nhuan District, HCM City

Vietnam

Mr. Van Khac Thai

Chair Man

DISTRICT

Rancho Santiago Community College
District

Santa Ana College

1530 W. 17th street

Santa Ana, CA 92706

Adam M. O'Connor

Interim Vice Chancellor

Business Operations/Fiscal Services

Mark C. Liang, J.D.

Dean of Enrollment and Support

Services

43. This written instrument constitutes the entire agreement between the parties and shall be interpreted and construed in accordance with the laws of the state of California and the federal laws of the United States of America applicable therein. There are no other agreements, understandings, representations or warranties, oral or otherwise. Any amendments to this Agreement shall have no force or effect unless made in writing and executed by both parties. Pursuant to the District's policies, this Agreement will not take effect until authorized by the Board of Trustees of the District.
44. If any provision of this Agreement shall to any extent be declared illegal or unenforceable by a duly authorized court of competent jurisdiction, then the remainder of this Agreement, or the application of such provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
45. Provisions of sections that, by their nature, must remain in effect beyond the termination or expiration of this Agreement survive the termination or expiration of this Agreement for any reason.
46. This Agreement is personal to the Educational Consultant and Educational Consultant may not assign this Agreement or any part thereof without the prior written consent of the District, which consent may be withheld at the District's discretion. This Agreement shall be binding upon the Educational Consultant and its successors and permitted assigns.

47. The Educational Consultant acknowledges that the Educational Consultant has been advised to obtain full and adequate independent legal advice with respect to this Agreement and has executed this Agreement freely, voluntarily, without duress and with full knowledge and understanding of its terms and conditions.
48. This Agreement may be executed in any number of counterparts, each of which, when taken together, shall constitute one and the same instrument. For purposes of this Agreement, electronic signatures shall be deemed originals.

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

District: Rancho Santiago Community
College District, on behalf of Santa
Ana College, International Student
Program

Educational Consultant
Cong Ty TNHH Tai Chanh-Thuong Mai-Du
Hoc- Du lich Thai Binh Duong
(Pacific Ocean)

Santa Ana College
1530 W. 17th street
Santa Ana, CA 92706

57 Ho Van Hue
Ward 9, Phu Nhuan District, HCM City
Vietnam

X _____

X _____

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

Mr. Van Khac Thai
Chair Man

Date: _____

Date: _____

APPENDIX A

The examples and scenarios below assume that all other terms and conditions in the Agreement are otherwise met and are intended as hypothetical scenarios only.

Statement #1: Consultant's fee is paid for consecutive semesters only.

Example #1: Student attends Fall 2018 as a New and Regular Full-Time Student and then attends Spring 2019.

Consulting fee will be paid for both Fall and Spring semesters as stated in this Agreement.

Example #2: Student attends Fall 2018 as a New and Regular Full-Time Student, Spring 2019 as a Regular Full-Time Student and Summer 2019 as a Summer Full-Time Student.

Consulting fee will be paid for Fall, Spring and Summer as stated in this Agreement.

Example #3: Student attends Fall 2018 as a New and Regular Full-Time Student, does not attend Spring 2019, then returns and attends Summer 2019 Full-Time and Fall 2019 Full-Time.

Consulting fee will be paid for Fall 2018 only. No fee is paid for Summer 2019 session or the Fall 2019 semester because student did not attend the Spring 2019 semester.

Example #4: Student attends Spring 2019 as a New and Regular Full-Time Student, Fall 2019 as a Regular Full-Time Student, and then Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time Student.

Consulting fee will be paid for Spring 2019 and Fall 2019; both semesters qualify for payment since they are consecutive. No fee will be paid for Spring 2020 because the fee for Regular Full-Time students is for a maximum of two semesters. The Consultant does not earn the fee for Summer 2020 because it is not consecutive to the eligible Spring 2019 and Fall 2019 semesters.

Statement #2: Educational Consultant's fee is paid for a maximum of two semesters (fall or spring). Summer session is excluded; summer is not considered a semester; however fee is paid if student attends college for the first time in the summer session or if student attends summer session after attending his/her first spring semester. For purposes of this Agreement, a summer session must consist of a minimum of 6 units.

Example #1: Student attends Spring 2019 as a New and Regular Full-Time Student and attends Fall 2019 as a Regular Full-Time Student. Then, student attends Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time student.

Consulting fee will be paid for Spring 2019 and Fall 2019; both semesters qualify for payment since they are consecutive. No fee will be paid for Spring 2020 because the fee for Regular Full-Time students is for a maximum of two semesters. The Consultant does not earn the fee for Summer 2020 because it is not consecutive to the eligible Spring 2019 and Fall 2019 semesters.

Example #2: Student attends Summer 2019 session as a New and Summer Full-Time Student and attends Fall 2019 as a Regular Full-Time Student. Then, the student attends Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time Student.

Consulting fee will be paid for Summer 2019 as student started college for the first time during summer session. Consulting fee will also be paid for Fall 2019 and Spring 2020 semesters.

No fee is paid for Summer 2020 and any subsequent semesters.

Example #3: Student attends Spring 2019 as a New and Regular Full-Time Student, attends Summer 2019 as a Summer Full-Time Student, and attends Fall 2019 as a Regular Full-Time Student.

Consulting fee will be paid for Spring 2019.

Consulting fee will be paid for Summer 2019 because student is attending Summer session after her first college semester.

Consulting fee will be paid for Fall 2019.

Statement #3: The College will pay Educational Consultant up to two semesters total, regardless of whether the student attended and paid for English Language Program (ELA) or the District's regular college credit program, in any combination of semester terms in accordance with the provisions contained herein; no tacking of ELA and College Credit allowed.

Example #1: Student attends the English Language Academy (ELA) in Fall 2018 as a New and ELA Full-Time Student, then attends Spring 2019 as a Regular Full-Time Student.

Consulting fee will be paid for both semesters (*fee is paid for up to two semesters regardless of the program student attended*).

Example #2: Student attends the English Language Academy (ELA) in Fall 2018 as a New and ELA Full-Time Student and attends the English Language Academy (ELA) in Spring 2019 as an ELA Full-Time Student. Then, student attends Fall 2019 as a Regular Full-Time Student.

Consulting fee will be paid for Fall 2018 and Spring 2019 (*fee is paid for up to two semesters; although student is attending the regular college credit program for his first time in Fall 2019, no consulting fee is paid for this semester; no tacking of fees allowed*)

Statement #4: Educational Consultant's fee is based on the number of students recruited per semester for the regular college credit program & ELA. Summer session is not considered a semester; however, a fee of \$350 is paid to the Educational Consultant for each New Summer Full-Time Student. For purposes of this Agreement, a Summer session consist of 6-8 weeks (equivalent to 6 units).

Scenario #1: Educational Consultant recruits five students (A,B,C,D,E) for Spring 2019 as New and Regular Full-Time Students.

The College will pay Educational Consultant a fee of \$700 per student for Spring 2019

If students, A,B,C,D, and E attend Summer 2019 as Summer Full-Time Students, the College will pay \$350 fee per student

If students, A,B,C,D, and E attend Fall 2019 as Regular Full-Time Students, the College will pay \$700 fee per student

If students, A,B,C,D, and E attend Spring 2020 as Regular Full-Time Students, no fee is to be paid to Consultant as we have already paid the maximum per contract (*fee is to a maximum of two consecutive semesters in the regular college credit program*)

Scenario #2: Educational Consultant recruits six or more students for Spring 2019 as New and Regular Full-Time Students.

The College will pay Educational Consultant a fee of \$750 per student, for the sixth and subsequent students, for Spring 2019.

If the sixth and subsequent students attend Summer 2019 as Summer Full-Time Students, the College will pay \$350 fee per student

If the sixth and subsequent students attend Fall 2019 as Regular Full-Time Students, the College will pay \$750 fee per student

If the sixth and subsequent students attend the Spring 2020 as Regular Full-Time Students or subsequent semesters, no fee is to be paid to Educational Consultant as we have already paid the maximum per contract (*fee is to a maximum of two consecutive semesters*)

Statement #5: Educational Consultant will be eligible for an Incentive Fee of \$2,000 US dollars for the recruitment of a minimum of 10 New students (10 or greater) who successfully apply to District, enroll Regular Full-Time, and pay tuition fees in full for one semester. Incentive is available every semester for recruiting the minimum quota (**10** or greater) of New Regular Full-Time Students. Students recruited in previous semester(s) do not count towards the incentive quota; Students must be New and Regular Full-Time college credit students to be eligible for the incentive fee.

Scenario #1: The Educational Consultant recruits 12 New Regular Full-Time Students for fall 2018.

The District will pay Educational Consulting fee for each of the 12 New Regular Full-Time Students recruited who successfully apply, enroll full-time, and pay their tuition fees in full for Fall 2018. Additionally, The District will pay Educational Consultant \$2,000 as an Incentive Fee for recruiting a minimum of 10 New college credit students.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Student Services

| | |
|--|-------------------------|
| To: Board of Trustees | Date: December 14, 2020 |
| Re: Approval of the Rancho Santiago Community College District International Student Recruitment Agreement with Worldwide Education Consulting Co., Ltd. | |
| Action: Request for Approval | |

BACKGROUND

According to an American Council of Education report, since 2016 the percentage of schools using international student recruiting agents in the United States has increased from 11 percent to 30 percent. Using international student recruiting agents is one strategy of many and should be used as part of a whole recruitment plan, including traditional recruitment, local English schools, and social media. International student agents are an important part of a recruiting strategy for a strong and diverse international student body.

ANALYSIS

Santa Ana College seeks to provide a more supportive and comprehensive experience for prospective students. Having an international student recruitment agent with permanent presence in-country and knowledge of the culture, primary educational structure and language contributes significantly to a more supportive experience. International student recruitment agents have knowledge of the local markets to help make international student recruiting more cost effective and less resource intensive, which in turn has the potential to boost international student enrollment to Santa Ana College. This Agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party.

RECOMMENDATION

It is recommended the Board of Trustees approve the Rancho Santiago Community College District International Student Recruitment Agreement with Worldwide Education Consulting Co., Ltd., located in the country of Vietnam, as presented.

| | |
|---|-------------------------------|
| Fiscal Impact: \$700-\$750 per student | Board Date: December 14, 2020 |
| Prepared by: Vaniethia Hubbard, Ed.D., Vice President, Student Services Mark C. Liang, J.D., Dean, Enrollment and Support Services | |
| Submitted by: Marilyn Flores, Ph.D., Interim President, Santa Ana College | |
| Recommended by: Marvin Martinez, Chancellor, RSCCD | |



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
INTERNATIONAL STUDENT RECRUITMENT AGREEMENT

This Agreement is made and entered into between Rancho Santiago Community College District (“District”) on behalf of Santa Ana College, International Student Program, hereinafter called the District and Worldwide Education Consulting Co., Ltd, a licensed educational consultant in Vietnam, hereinafter the Educational Consultant.

RECITALS

WHEREAS, the **District** wishes to attract international student applicants to apply to and enroll at its college, **Santa Ana College** (hereinafter the “**College**”);

WHEREAS, the Educational Consultant has the capacity and capability to promote and market the College to potential students in Vietnam (“the “**Territory**”); and

WHEREAS, the District wishes to retain the services of the Educational Consultant on the terms and conditions set out herein and the Educational Consultant agrees to provide such Services, as defined below.

AGREEMENT

NOW THEREFORE in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereby covenant and agree as follows:

EDUCATIONAL CONSULTANT SERVICES

1. The District grants the Educational Consultant the non-exclusive right to represent the College for the purpose of recruiting international applicants for admission to the College.
2. The Educational Consultant accepts the foregoing appointment and agrees to provide promotion, marketing and recruitment services to actively and accurately promote the College within the Territory for the purpose of recruiting international applicants to the College (the “**Services**”).
3. The Educational Consultant shall use its best efforts and diligently perform the Services and conduct itself in a competent and wholly professional manner at all times. The Educational Consultant shall ensure that all of its employees, Educational Consultants and representatives are duly qualified and competent to provide the Services and shall comply with all terms of this Agreement. The Educational Consultant shall recruit only those applicants whom it believes can meet the academic and admission requirements of the College, as such academic and admission requirements are made known by the District to the Educational Consultant, and those found in the District’s Course Catalog for the College.
4. In performing the Services pursuant to this Agreement, the Educational Consultant shall

comply with all instructions of the District, as well as all specifications, standards, confidentiality, policies and procedures of the District and the College, as they may change from time to time.

5. The Educational Consultant shall not subcontract or delegate the Services to any other person or entity without the prior written consent of the District, which consent may be withheld in the District's sole and absolute discretion.

EDUCATIONAL CONSULTANT'S RESPONSIBILITIES

6. The District will provide any marketing materials to the Educational Consultant at training sessions and will deliver them to the Educational Consultant upon the Educational Consultant's reasonable request. The Educational Consultant shall use such marketing materials in its performance of the Services. If the Educational Consultant wishes to use other marketing materials not provided by the District, the Educational Consultant acknowledges that Educational Consultant is doing so as work made for hire and must submit such materials to the District for its prior written approval, which approval may be withheld in the District's sole and absolute discretion. Educational Consultant acknowledges and agrees that any materials that Educational Consultant creates during the term of this Agreement shall be work made for hire, and all ownership in and to such materials shall vest, upon creation, in the District. The Educational Consultant shall make any changes to such materials as the District may advise in its discretion.
7. The Educational Consultant shall keep records of its promotion and marketing activities, including the location of its activities and the names and contact information, specifically the email or phone number of potential students. The Educational Consultant shall provide regular market updates of its activities in the Territory (including reasonable details) to the District upon request.
8. As part of the Services, the Educational Consultant shall assist applicants with completing their applications to the College, visa applications, making payments to the District, and provide any other assistance relating to the applicant's application to and enrollment at the College. The Educational Consultant shall pre-screen all applicants to ensure their eligibility to enter the United States on a student visa.
9. The Educational Consultant shall ensure that all information it provides to applicants is true, accurate, complete and not misleading or false in any way. The Educational Consultant shall not, directly or indirectly, make any misrepresentation or mislead applicants about whether or not the College will accept the applicant, the nature of the courses and programs offered by the College or any other matter concerning the College or the District and the applicant's application thereto. The Educational Consultant shall not make any representation or statement that is inconsistent with the laws applicable to the District or contrary to the College's or District's policies and procedures in any way. The Educational Consultant shall indemnify, defend and hold the District and the College harmless from any and all claims, demands, liabilities, actions, causes of action, or other administrative or legal proceedings that arise from

Educational Consultant's misleading, inaccurate or untrue statements or representations or omissions to any applicant or third party. Notwithstanding any other provision herein, the District has the right to terminate this Agreement immediately and without notice if the Educational Consultant makes any untrue, inaccurate, incomplete, misleading, or false statements to any third party.

10. The Educational Consultant acknowledges that the District retains full and complete discretion about whether or not to accept an applicant for enrollment. The Educational Consultant shall not make any representations or statements that the District has accepted an applicant or will accept an applicant. The Educational Consultant shall have no authority to accept an applicant or guarantee an applicant's acceptance by the District.

PAYMENT TERMS AND CONDITIONS

11. Subject to Paragraph 20, if the District accepts any of the Educational Consultant's applicants for admission as a new and full time student ("Student"), the District shall pay the Educational Consultant a fee as outlined below and in Appendix A. The amount of Educational Consultant's fee is based on the number of New Students enrolled as the result of the Educational Consultant's identified applicants who enroll as Regular Full-Time, Summer Full Time, or ELA Full Time, as those terms are defined herein. A Student is defined as new when they are attending their first semester, session, or class at the District, unless otherwise specified herein (hereinafter "New"). A student is considered full-time when they either (a) enroll in a minimum of 12 units at the District for a semester in a regular college credit program (hereinafter "Regular Full-Time"); (b) enroll in 6 units for a summer session (hereinafter "Summer Full-Time"), or (c) attend the English Language Academy (ELA) (hereinafter "ELA Full-Time"). Units for the purpose of this Agreement is defined as the District's credit units applicable towards maintaining F-1 status. A Student is considered eligible to be counted toward the Educational Consultant's fee if the student began attending the District as a New Student and continues attending the District for a second Regular Full-Time semester, Summer Full-Time session, and/or ELA Full-Time session in accordance with paragraphs 12-15, below (hereinafter "Eligible").
12. First Five Eligible Regular Full-Time Students. Subject to Paragraph 20, for each of the first five Eligible Regular Full-Time Students who the Educational Consultant recruits and who successfully apply, enroll Regular Full-Time, and pay in full for at least one Fall or Spring semester at the District during a given Academic Year (August to June), the District shall pay the Educational Consultant a fee of seven hundred U.S. dollars (\$700) per student for each semester the student attends for a maximum of two (2) semesters as published in the academic calendar. The District will pay the Educational Consultant this fee for the second semester only if the Eligible Student attends two consecutive regular semesters. Regular semesters are considered consecutive even where the Student attends as a Summer Full-Time Student in a session between a consecutive Spring semester and Fall semester. The total amount of money the District will pay per Eligible Full-Time Student for this category is fourteen hundred U.S. dollars (\$1400). (See Appendix A, Statements # 1-4.)
13. Sixth and Subsequent Eligible Regular Full-Time Students. Subject to Paragraph 20, for each

of the sixth and subsequent Eligible Regular Full-Time Students (6 or greater) who are recruited by the Educational Consultant and who successfully apply, enroll Regular Full-Time, and pay in full for at least one Fall or Spring semester at the District during a given Academic Year (August to June), the District shall pay the Educational Consultant a fee of seven hundred fifty U.S. dollars (\$750) per student for each semester the student attends for a maximum of two (2) semesters as published in the academic calendar. The District will pay the Educational Consultant this fee for the second semester only if the Eligible Student attends two consecutive regular semesters. Regular semesters are considered consecutive even where the Student attends as a Summer Full-Time Student in a session between a consecutive Spring semester and Fall semester. The total amount of money the District will pay per Eligible Full-Time Student for this category is fifteen hundred U.S. dollars (\$1500). (See Appendix A, Statements # 1-4.)

14. Summer Session. Subject to Paragraph 20, for each Eligible Summer Full-Time Student recruited by Educational Consultant who successfully applies, enrolls in Summer Full-Time, and pays in full his/her first Summer session, the District shall pay the Consultant a fee of three hundred fifty U.S. dollars (\$350) per student. The District will pay this fee if the Eligible Summer Full Time Student attends college for the first time in the Summer session or if student attends Summer session after attending his/her first Spring semester. This Summer session Educational Consultant fee is in addition to the fees available in paragraphs 12 and 13, above, if applicable. The total amount of money the District will pay per New Summer Full-Time Student for this category is three hundred fifty U.S. dollars (\$350). (See Appendix A, Statements # 1-4.)
15. English Language Academy. Subject to Paragraph 20, for each Eligible ELA Full Time Student recruited by Educational Consultant who successfully applies, enrolls in ELA Full-Time, and pays in full, the District shall pay the Consultant a fee of three hundred fifty U.S. dollars (\$350) per student. Depending on student enrollment, the District may not offer ELA in the summer session, in which case the Educational Consultant will not be eligible for this fee for ELA. The District will pay the Educational Consultant a fee for an Eligible Full-Time ELA Student a maximum of two semesters and will pay for the second semester only if the Student attends and completes two consecutive semesters. The total amount of money the District will pay per New Full-Time Student for this category is seven hundred U.S. dollars (\$700). (See Appendix A, Statements # 1-4.) (See Appendix A, Statement # 3.)
16. Incentive Fee – Ten or Greater Students. In addition to the fees available in paragraphs 12 through 15, above, if the Educational Consultant recruits 10 or more New Regular Full-Time Students who successfully apply, enroll Full-Time, and pay in full for their first semester, the District will pay a single incentive flat fee of two thousand U.S. dollars (\$2,000) per the requirements of Paragraph 17 (“Incentive Fee”). (See Appendix A, Statement # 5.) The District will determine if Educational Consultant is eligible for this Incentive Fee and process the fee at the end of the semester based on an invoice that complies with Paragraph 21.
17. One (1) Incentive Fee is available each fall and each spring semester for recruiting the minimum quota (10 or greater). Students recruited in previous semesters do not count towards incentive quota. Only Eligible Regular Full-Time Students each Fall or Spring semester are counted towards the incentive fees.

18. All students must be recruited from overseas (outside the U.S.) and cannot be transfers from a U.S. domestic language program or from a U.S. college or university.
19. For the purposes of accurate invoice processing, it is Educational Consultant's responsibility to establish and notify the college of their representation of a particular student. Failure to establish that relationship with the student prior to the student applying to the District will invalidate any invoice for that particular student.
20. The District will only pay fees, including Incentive Fees, relating to those Students who meet the qualifications in this Agreement and who remain enrolled through the census date in full-time status beyond the census date (defined as the last day to drop a class and receive an enrollment fee refund).
21. The Educational Consultant shall deliver to the District, no earlier than thirty (30) days and no later than sixty (60) days after the census date, as published in the academic calendar, for study at a semester at the District, an invoice listing the fee owed to the Educational Consultant for that semester, in accordance with this Agreement, and the Students to which the fee relates. The invoice shall contain the detailed information about each Student's enrollment in order to support payment hereunder. If the Educational Consultant defaults on the terms for submission of invoice as specified above, the District has the right to decline payments.
22. If there is a dispute about an invoice, the District shall be entitled to withhold any fees until the dispute is resolved to the satisfaction of the District. The Educational Consultant shall provide all such other records and documentation requested by the District to substantiate the invoice.
23. The undisputed fee shall be paid to the Educational Consultant within forty five (45) days of receipt of an invoice from the Educational Consultant. The fee will be paid by check and mailed to the address the District has on file for the Educational Consultant. If payments have to be made in any other form, such as a wire transfer, any and all costs such as bank charges will be the responsibility of the Educational Consultant. The District has sole discretion to choose how payment is made to Educational Consultant. The Educational Consultant is responsible for all applicable taxes and fees related to payment of any fees paid by the District.

PERIOD OF AGREEMENT, TERMINATION, MISCELLANEOUS

24. This agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party. Either party to this Agreement may, in its sole discretion, terminate this Agreement with or without cause by giving the other party at least 30 days' prior written notice. In the event of termination without cause, the parties agree to fulfill their respective obligations associated with the current term or semester, prior to such termination becoming effective.
25. Termination for Cause. The District may terminate this agreement and be relieved of any consideration to Educational Consultant should Educational Consultant fail to perform the covenants herein at the time and in the manner provided. In the event of such termination, the District may proceed in any manner deemed proper by the District. The cost to the District

shall be deducted from any sum due the Agency under this Agreement, and the balance, if any, shall be paid by the Educational Consultant.

26. The Educational Consultant will deliver the Services in Vietnam (the “Territory”). The Educational Consultant acknowledges and agrees that its rights to the Territory are non-exclusive and the District may, in its sole discretion, appoint another Educational Consultant or Educational Consultants to perform similar or identical services in the Territory or any part thereof at any time.
27. The District agrees to provide the District’s annual calendar and international recruitment information packages to the Educational Consultant and provide updated materials on an annual basis. All such materials are subject to change without notice. Notwithstanding the foregoing, it is the Educational Consultant's responsibility to ensure it has all complete, up-to-date and accurate information and materials that are prepared by the District and provided by the District in order for it to perform the Services at all times. The Educational Consultant shall not use any information and materials that are outdated.
28. All expenses and costs incurred by the Educational Consultant in providing the Services shall be the sole responsibility of the Educational Consultant, including without limitation all salaries, wages, benefits and other amounts owing to its employees, Educational Consultants and representatives. The Educational Consultant shall provide and supply, at its own expense, all office facilities, equipment, materials and supplies required to perform the Services except for the annual calendar and other materials produced by the District and specified as being provided by the District in this Agreement.
29. Upon termination or expiration of the Term, the Educational Consultant shall promptly return to the District or destroy, at the District’s option, all property of the District that is in Educational Consultant’s possession or control, including marketing materials, academic calendars and Confidential Information, whether in hard copy or in electronic form. “Confidential Information” is any information that may be protected under state or federal privacy laws and includes information that a person would reasonably understand to be confidential, including, but not limited to, student information (including directory information), health information, academic information, and proprietary information, including copyright and trade secrets. The above list is not meant to be exhaustive and Confidential Information does not need to be marked as such in order to be Confidential Information.
30. Upon termination or expiration of the Term, the Educational Consultant shall cease providing the Services and cease representing itself as an Educational Consultant of the District and the College, and shall pay all amounts owing (if any) to the District immediately. The District shall not be responsible for paying fees to the Educational Consultant in respect of Students whose application is received by the District following the date of termination or expiration of the Term.

GENERAL TERMS

31. The District and the Educational Consultant acknowledge and agree that the relationship of the

Educational Consultant to the District is that of an independent contractor. Nothing herein shall be construed so as to place the parties in the relationship of partners or employer/employee. The Educational Consultant shall have no authority to act for or bind the District and/or the College or enter into any contract or commitment on behalf of the District and/or the College, nor shall the Educational Consultant hold itself out as having such authority. The Educational Consultant shall indemnify and hold the District harmless from and against any liability resulting from a breach of this Section. The Educational Consultant and its employees, Educational Consultants and representatives shall not be entitled to any benefits whatsoever otherwise made available to District employees.

32. In the performance of this Agreement, Educational Consultant and its employees and agents, shall each act as an independent contractor and is not an employee, officer, agent, partner, or joint venture of District by virtue of this Agreement. Educational Consultant agrees that it is free from control and direction of the District; performs work that is outside the usual course of District's business; and is customarily engaged in an independently established trade, occupation or business of the same nature as the Services it will perform for District under this Agreement. Educational Consultant shall defend, indemnify and hold District harmless from any claims, demands or liabilities, arising from Educational Consultant's misclassification of its own workers providing Services hereunder as independent contractors, or from any claims, demands or liabilities, arising from Educational Consultant's failure to provide its own workers with wages and other employment benefits that are required by law.
33. The Educational Consultant represents, warrants and acknowledges that the District is relying upon the following, that: (a) Educational Consultant has corporate authority and capacity to perform the Services and carry on business, (b) there is no legal proceeding in progress, pending, threatened or affecting the Educational Consultant that involves a possibility of a material judgment or restriction against the Educational Consultant or its performance of the Services, and (c) there are no prior agreements or commitments affecting the Educational Consultant that would adversely affect the Educational Consultant or its ability to perform the Services.
34. Indemnification Clause. To the fullest extent permitted by law, Educational Consultant agrees to defend, indemnify, and hold harmless the District, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense, including reasonable attorney fees, arising out of any demand, liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the Educational Consultant, or those of any of its officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss caused by the gross negligence or intentional acts of the District or any of its agents or employees. This provision survives any termination of this Agreement.
35. To the fullest extent permitted by law, the District shall have no liability for any act or omission of the District, its directors, officers, employees and Educational Consultants in connection with or related to this Agreement or the failure to provide materials to the Educational Consultant, or any costs, losses, damages or expenses arising from the Educational Consultant's performance of the Services under this Agreement. The Educational Consultant

agrees that it shall not bring any claim or join in any proceeding against the District for any costs, losses, damages or expenses suffered in connection with this Agreement, unless due to District's fraud, intentional misconduct or if otherwise permitted by law.

36. The Educational Consultant shall comply with all applicable laws, regulations, rules and orders in the performance of its obligations under this Agreement, including all such laws and regulations applicable in the Territory and any other jurisdiction where the Educational Consultant carries on business, as well as laws and regulations applicable to the District.
37. Insurance. Each party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with coverage of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating performance. Certifications of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement and in effect for insuring incidents that occur within the United States may be requested by either party. Educational Consultant shall name District as an additional insured on any commercial general liability policy or other applicable insurance required hereunder and shall obtain a waiver of subrogation against the District regarding same. Educational Consultant's provision of insurance or self-insurance hereunder shall not operate as a potential limitation of liability.
38. The Educational Consultant acknowledges that a breach or threatened breach by Educational Consultant of any of the provisions of any of this Agreement could cause the District irreparable harm not compensable in damages alone. The Educational Consultant further acknowledges that it is essential to the effective enforcement of this Agreement that, in addition to any other remedies to which the District may be entitled at law or in equity or otherwise under this Agreement, the District be entitled to seek and obtain, in a summary manner, interim, interlocutory, and permanent injunctive relief, specific performance and other equitable remedies. The Educational Consultant agrees that such actions are fair and reasonable and are reasonably required for the protection of the District.
39. The Educational Consultant acknowledges that it has received and will receive Confidential Information of and from the District, which includes, but is not limited to, all information relating to the District, the College, administration, student information, financial information, and any other information that is confidential in nature, whether marked confidential or not. The Educational Consultant agrees that it will keep in strict confidence and not use and/or disclose the Confidential Information to any other person except only as reasonably required for the performance of the Services. The Educational Consultant shall limit access and use of the Confidential Information to those employees that have a need to know in order to perform the Services. The Educational Consultant shall be responsible for ensuring that its employees are aware of and agree to adhere to the confidentiality obligations set out herein. In addition, the existence of and terms and conditions of this Agreement form part of the Confidential Information and are to be kept mutually and strictly confidential by the parties at all times. The obligations of the Educational Consultant under this Section shall exist and continue in full

force and effect notwithstanding the termination or expiration of this Agreement or the breach or alleged breach by the District of this Agreement.

40. The District grants the Educational Consultant a non-exclusive, non-transferable license to use certain trademarks, logos, trade names or other intellectual property of the District and/or College as the District may specify to the Educational Consultant from time to time (the “Intellectual Property”) solely and exclusively for the purposes of the Educational Consultant performing the Services. The Educational Consultant shall have no right or interest to the Intellectual Property except as expressly provided herein. The District may revoke the license in this Section at any time. The Educational Consultant shall submit all documents, advertisements or other materials using any of the Intellectual Property to the District for approval prior to usage. Upon the termination or expiration of this Agreement, the Educational Consultant shall immediately cease using all of the Intellectual Property for any purpose whatsoever.
41. Under this Agreement, the District considers Educational Consultant to be a “school official” with “legitimate educational interests” performing an institutional service or function for which the District would otherwise use employees within the meaning of the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g and 34 C.F.R. Part 99, and California Education Code §§ 49060-49085. As such, 34 C.F.R. 99.31(a)(1)(i) allows the District to disclose personally identifiable information from education records of students without the consent required by 34 C.F.R. section 99.30. The Educational Consultant agrees to comply with FERPA and cooperate as a “school official” thereunder. The Educational Consultant shall comply with all applicable privacy legislation at all times. The Educational Consultant shall collect, use and disclose all applicants’ personal information which it obtains in relation to this Agreement and maintain the confidentiality and privacy of such information in accordance with all applicable laws in the United States and in the Territory. The Educational Consultant acknowledges that the District is subject to privacy legislation and shall assist the District in complying with all applicable privacy legislation as it relates to the Services performed as part of this Agreement including any disclosure requirements. Educational Consultant shall indemnify, defend and hold the District and the College harmless from any claims arising from a breach of any applicable privacy laws or regulations.
42. All notices and other communications required or permitted to be given in this Agreement shall be in writing and shall be given to the parties at the following addresses or at such other address as a party shall specify by like notice: 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:

Educational Consultant

Worldwide Education Consulting Co. Ltd.

25 Tran Thien Chanh St

Ward 12, District 10

Vietnam

Ms. Nguyen Thi To Nga

Manager, Study Abroad

DISTRICT

Rancho Santiago Community College
District

Santa Ana College

1530 W. 17th street

Santa Ana, CA 92706

Adam M. O'Connor

Interim Vice Chancellor

Business Operations/Fiscal Services

Mark C. Liang, J.D.

Dean of Enrollment and Support

Services

43. This written instrument constitutes the entire agreement between the parties and shall be interpreted and construed in accordance with the laws of the state of California and the federal laws of the United States of America applicable therein. There are no other agreements, understandings, representations or warranties, oral or otherwise. Any amendments to this Agreement shall have no force or effect unless made in writing and executed by both parties. Pursuant to the District's policies, this Agreement will not take effect until authorized by the Board of Trustees of the District.
44. If any provision of this Agreement shall to any extent be declared illegal or unenforceable by a duly authorized court of competent jurisdiction, then the remainder of this Agreement, or the application of such provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
45. Provisions of sections that, by their nature, must remain in effect beyond the termination or expiration of this Agreement survive the termination or expiration of this Agreement for any reason.
46. This Agreement is personal to the Educational Consultant and Educational Consultant may not assign this Agreement or any part thereof without the prior written consent of the District, which consent may be withheld at the District's discretion. This Agreement shall be binding upon the Educational Consultant and its successors and permitted assigns.

47. The Educational Consultant acknowledges that the Educational Consultant has been advised to obtain full and adequate independent legal advice with respect to this Agreement and has executed this Agreement freely, voluntarily, without duress and with full knowledge and understanding of its terms and conditions.
48. This Agreement may be executed in any number of counterparts, each of which, when taken together, shall constitute one and the same instrument. For purposes of this Agreement, electronic signatures shall be deemed originals.

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

District: Rancho Santiago
Community College District, n behalf
of Santa Ana College, International
Student Program

Educational Consultant
Worldwide Education Consulting Co. Ltd

Santa Ana College
 1530 W. 17th street
 Santa Ana, CA 92706

25 Tran Thien Chanh St
 Ward 12, District 10
 Vietnam

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

X _____
Ms. Nguyen Thi To Nga
Manager, Study Abroad

Date: _____

Date: _____

APPENDIX A

The examples and scenarios below assume that all other terms and conditions in the Agreement are otherwise met and are intended as hypothetical scenarios only.

Statement #1: Consultant's fee is paid for consecutive semesters only.

Example #1: Student attends Fall 2018 as a New and Regular Full-Time Student and then attends Spring 2019.

Consulting fee will be paid for both Fall and Spring semesters as stated in this Agreement.

Example #2: Student attends Fall 2018 as a New and Regular Full-Time Student, Spring 2019 as a Regular Full-Time Student and Summer 2019 as a Summer Full-Time Student.

Consulting fee will be paid for Fall, Spring and Summer as stated in this Agreement.

Example #3: Student attends Fall 2018 as a New and Regular Full-Time Student, does not attend Spring 2019, then returns and attends Summer 2019 Full-Time and Fall 2019 Full-Time.

Consulting fee will be paid for Fall 2018 only. No fee is paid for Summer 2019 session or the Fall 2019 semester because student did not attend the Spring 2019 semester.

Example #4: Student attends Spring 2019 as a New and Regular Full-Time Student, Fall 2019 as a Regular Full-Time Student, and then Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time Student.

Consulting fee will be paid for Spring 2019 and Fall 2019; both semesters qualify for payment since they are consecutive. No fee will be paid for Spring 2020 because the fee for Regular Full-Time students is for a maximum of two semesters. The Consultant does not earn the fee for Summer 2020 because it is not consecutive to the eligible Spring 2019 and Fall 2019 semesters.

Statement #2: Educational Consultant's fee is paid for a maximum of two semesters (fall or spring). Summer session is excluded; summer is not considered a semester; however fee is paid if student attends college for the first time in the summer session or if student attends summer session after attending his/her first spring semester. For purposes of this Agreement, a summer session must consist of a minimum of 6 units.

Example #1: Student attends Spring 2019 as a New and Regular Full-Time Student and attends Fall 2019 as a Regular Full-Time Student. Then, student attends Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time student.

Consulting fee will be paid for Spring 2019 and Fall 2019; both semesters qualify for payment since they are consecutive. No fee will be paid for Spring 2020 because the fee for Regular Full-Time students is for a maximum of two semesters. The Consultant does not earn the fee for Summer 2020 because it is not consecutive to the eligible Spring 2019 and Fall 2019 semesters.

Example #2: Student attends Summer 2019 session as a New and Summer Full-Time Student and attends Fall 2019 as a Regular Full-Time Student. Then, the student attends Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time Student.

Consulting fee will be paid for Summer 2019 as student started college for the first time during summer session. Consulting fee will also be paid for Fall 2019 and Spring 2020 semesters.

No fee is paid for Summer 2020 and any subsequent semesters.

Example #3: Student attends Spring 2019 as a New and Regular Full-Time Student, attends Summer 2019 as a Summer Full-Time Student, and attends Fall 2019 as a Regular Full-Time Student.

Consulting fee will be paid for Spring 2019.

Consulting fee will be paid for Summer 2019 because student is attending Summer session after her first college semester.

Consulting fee will be paid for Fall 2019.

Statement #3: The College will pay Educational Consultant up to two semesters total, regardless of whether the student attended and paid for English Language Program (ELA) or the District's regular college credit program, in any combination of semester terms in accordance with the provisions contained herein; no tacking of ELA and College Credit allowed.

Example #1: Student attends the English Language Academy (ELA) in Fall 2018 as a New and ELA Full-Time Student, then attends Spring 2019 as a Regular Full-Time Student.

Consulting fee will be paid for both semesters (*fee is paid for up to two semesters regardless of the program student attended*).

Example #2: Student attends the English Language Academy (ELA) in Fall 2018 as a New and ELA Full-Time Student and attends the English Language Academy (ELA) in Spring 2019 as an ELA Full-Time Student. Then, student attends Fall 2019 as a Regular Full-Time Student.

Consulting fee will be paid for Fall 2018 and Spring 2019 (*fee is paid for up to two semesters; although student is attending the regular college credit program for his first time in Fall 2019, no consulting fee is paid for this semester; no tacking of fees allowed*)

Statement #4: Educational Consultant's fee is based on the number of students recruited per semester for the regular college credit program & ELA. Summer session is not considered a semester; however, a fee of \$350 is paid to the Educational Consultant for each New Summer Full-Time Student. For purposes of this Agreement, a Summer session consist of 6-8 weeks (equivalent to 6 units).

Scenario #1: Educational Consultant recruits five students (A,B,C,D,E) for Spring 2019 as New and Regular Full-Time Students.

The College will pay Educational Consultant a fee of \$700 per student for Spring 2019

If students, A,B,C,D, and E attend Summer 2019 as Summer Full-Time Students, the College will pay \$350 fee per student

If students, A,B,C,D, and E attend Fall 2019 as Regular Full-Time Students, the College will pay \$700 fee per student

If students, A,B,C,D, and E attend Spring 2020 as Regular Full-Time Students, no fee is to be paid to Consultant as we have already paid the maximum per contract (*fee is to a maximum of two consecutive semesters in the regular college credit program*)

Scenario #2: Educational Consultant recruits six or more students for Spring 2019 as New and Regular Full-Time Students.

The College will pay Educational Consultant a fee of \$750 per student, for the sixth and subsequent students, for Spring 2019.

If the sixth and subsequent students attend Summer 2019 as Summer Full-Time Students, the College will pay \$350 fee per student

If the sixth and subsequent students attend Fall 2019 as Regular Full-Time Students, the College will pay \$750 fee per student

If the sixth and subsequent students attend the Spring 2020 as Regular Full-Time Students or subsequent semesters, no fee is to be paid to Educational Consultant as we have already paid the maximum per contract (*fee is to a maximum of two consecutive semesters*)

Statement #5: Educational Consultant will be eligible for an Incentive Fee of \$2,000 US dollars for the recruitment of a minimum of 10 New students (10 or greater) who successfully apply to District, enroll Regular Full-Time, and pay tuition fees in full for one semester. Incentive is available every semester for recruiting the minimum quota (**10** or greater) of New Regular Full-Time Students. Students recruited in previous semester(s) do not count towards the incentive quota; Students must be New and Regular Full-Time college credit students to be eligible for the incentive fee.

Scenario #1: The Educational Consultant recruits 12 New Regular Full-Time Students for fall 2018.

The District will pay Educational Consulting fee for each of the 12 New Regular Full-Time Students recruited who successfully apply, enroll full-time, and pay their tuition fees in full for Fall 2018. Additionally, The District will pay Educational Consultant \$2,000 as an Incentive Fee for recruiting a minimum of 10 New college credit students.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College –Student Services

| | |
|--|-------------------------|
| To: Board of Trustees | Date: December 14, 2020 |
| Re: Approval of Agreement between the Santa Ana Unified School District and Rancho Santiago Community College District on behalf of Santa Ana College Academic Talent Search Program for Annual Program Services to Program Participants for Sierra Preparatory Academy, Willard Intermediate, Century High School, Saddleback High School, Santa Ana High School and Valley High School | |
| Action: Request for Approval | |

BACKGROUND

Santa Ana College Academic Talent Search Program (ATS) is a federally funded program that services first generation and/or low-income students, grades 8th-12th. The ATS staff provides pre-college services to (6) Santa Ana Unified School District (SAUSD) schools including: Sierra Preparatory Academy, Willard Intermediate, Saddleback High School, Santa Ana High School, Century High School and Santa Ana Valley High School. In partnership with SAUSD, ATS prepares 776 students annually to achieve their post-secondary goals. This Agreement with SAUSD will continue our existing partnership and will allow ATS staff to continue working with SAUSD partners and students.

ANALYSIS

ATS will continue to work with SAUSD staff, faculty and administration to help students with their academic, college and career goals, as well as the identified grant objectives. ATS staff will continue to provide in-person advisement at each school to further support and assist students in the following areas, but not limited to college and career planning, financial aid/scholarship assistance, instructional support services (i.e. tutoring), mentoring and academic planning, throughout the term of this agreement December 15, 2020 to August 31, 2025.

RECOMMENDATION

It is recommended the Board of Trustees approve the Agreement between Santa Ana Unified School District and Rancho Santiago Community College District on behalf of Santa Ana College Academic Talent Search Program for Annual Program Services to Program Participants for Sierra Preparatory Academy, Willard Intermediate, Century High School, Saddleback High School, Santa Ana High School and Valley High School, as presented.

| | | | |
|-----------------|--|-------------|-------------------|
| Fiscal Impact: | None | Board Date: | December 14, 2020 |
| Prepared by: | Vaniethia Hubbard, Ed.D., Vice President, Student Services Alicia Kruienza, Dean, Student Affairs | | |
| Submitted by: | Marilyn Flores, Ph.D., Interim President, Santa Ana College | | |
| Recommended by: | Marvin Martinez, Chancellor, RSCCD | | |

**AGREEMENT BETWEEN THE SANTA ANA UNIFIED SCHOOL DISTRICT
AND RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT ON BEHALF OF SANTA ANA
COLLEGE ACADEMIC TALENT SEARCH PROGRAM
FOR ANNUAL PROGRAM SERVICES TO PROGRAM PARTICIPANTS FOR SIERRA PREPARATORY
ACADEMY, WILLARD INTERMEDIATE, CENTURY HIGH SCHOOL, SADDLEBACK HIGH SCHOOL,
SANTA ANA HIGH SCHOOL AND VALLEY HIGH SCHOOL**

This agreement is made and entered into this 15th day of December, 2020, Between SANTA ANA UNIFIED SCHOOL DISTRICT of ORANGE COUNTY, California, Hereinafter referred to as "District", and the SANTA ANA COLLEGE: ACADEMIC TALENT SEARCH PROGRAM, SANTA ANA, CA, hereinafter referred to as "ATS".

WHEREAS, ATS is a provider of college bound services, academic guidance, mentoring, tutoring, and University and Cultural Field Trip(s) to the following Schools: **Sierra Preparatory Academy, Willard Intermediate, Century High School, Saddleback High School, Santa Ana High School, and Santa Ana Valley High School**; and

WHEREAS, college bound services, academic guidance, mentoring, tutoring and University/Cultural field trip(s) of the type to be provided under this Agreement require specialized knowledge, experience and availability which supplement the District's employees and thereby augment services to program participants that may not be available within the District, and

WHEREAS, it is the desire of the Governing Board of the District to contract with ATS to provide college bound services, academic guidance, mentoring, tutoring, and University/Cultural field trip(s) to the following schools: Sierra Preparatory Academy (8th Grade); Willard Intermediate (8th Grade); Century High School (9th-12th); Santa Ana High School (9th-12th); Saddleback High School (9th-12th); Santa Ana Valley High School (9th-12th) through the operation of ATS, more particularly described in Exhibit "A" attached hereto ("**DESCRIPTION OF SERVICES AND PROGRAM INFORMATION**") ; and

WHEREAS, in consideration of the mutual promises of the parties hereto, ATS has been selected by the parties to college bound services, academic guidance, mentoring, tutoring, and University/Cultural field trip(s), and the District hereby retains ATS upon the terms and conditions set forth below, and ATS hereby accepts and agrees to perform the college bound services, academic guidance, mentoring, and University/Cultural field trip(s) upon said terms and conditions:

THEREFORE, DISTRICT and ATS mutually agree as follows:

1. Term. The Term of this agreement shall be from December 15, 2020 thru August 31, 2025.
2. ATS Staff. ATS will provide a Student Services Coordinator (1); Student Services Specialists (4); Mentor(s); Tutors (1) based on the needs of the program's participants.
3. Collaboration of Staff. ATS shall provide the services in conjunction with a school counselor, teacher or other contact designated by the District. Areas of collaboration:
 - Outreach/Recruitment of (776) student participants: (50) per Intermediate School; (169) per High School (coordination of student informational, orientation, in-class presentations, etc...)
 - Designated room for lunch/after school workshops (for students/parents)
 - Designated space for individual advisement
 - Access to technology equipment and computer lab

- Communication to students (marketing, workshop reminders/announcements, etc...)
- Access to Student Data: Class Schedules, transcripts, grade reports, attendance sheets, contact information, Financial Aid (FAFSA) submission information, etc...

4. Fingerprinting. ATS agrees to comply with Education Code section 45125.1 by requiring all of its employees and interns and agents to be fingerprinted and receive clearance through the Department of Justice and the Federal Bureau of Investigation. ATS shall certify in writing that all of its employees or agents have fulfilled the fingerprinting requirement, and certify that none of its employees or agents that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). ATS agrees to sign the Certification which is attached to the Agreement as Exhibit "B". ATS shall send names of individuals cleared or requiring fingerprinting to District.
5. Examination of Tuberculosis. ATS agrees to comply with Education Code Section 49406 in that all of ATS' employees or agents that may come in contact with District pupils must submit to an examination for tuberculosis to determine that she or he is free of active tuberculosis, which if positive must be followed by an X-ray of the lungs. The ATS employee or agent undergoing the examination is responsible for any expenses related to this examination. ATS shall send names of individuals for examination for tuberculosis to District.
6. Cancellation of Agreement. This Agreement may be terminated prior to August 31, 2021, upon mutual agreement of DISTRICT and ATS or upon thirty (30) days written notice by either party to the other.
7. Independent Contractor. This is not a joint venture. The parties understand that ATS is an independent contractor. The employees, agents, and associates of ATS are not employees, agents, or associates of the District. The District will not provide fringe benefits, including health insurance, holidays, paid vacation, workers compensation or any other employee benefit, for the benefit of ATS or its employees, agents, and associates.
8. Notice Requirements. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivery in person or Deposited in the United States mail, postage prepaid, addressed as follow:

Jerry Almendarez
Superintendent
Santa Ana Unified School District
1601 E. Chestnut Ave.
Santa Ana, CA 92701

Marilyn Flores, Ph.D.
Interim President
Santa Ana College
1530 W. 17th St.
Santa Ana, CA 92706

9. Indemnification. Each party hereby agrees to indemnify, defend and hold the other party including its agents and employees, harmless from claim, demand, loss, claim or damage (including attorney fees) arising out of this Agreement, or the services performed hereunder, to the extent that the claim, demand, loss, claim or damage caused by the indemnifying party's breach of any obligation contained in this Agreement or intentional negligence act or omission of the indemnifying party or its officers, agents, and/or employees. This indemnity shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties here to have executed this Agreement.

Santa Ana Unified School District SAC Academic Talent Search Program

Jerry Almendarez
Superintendent
Santa Ana Unified School District

Adam M. O'Connor
Interim Vice Chancellor,
Business Operations/Fiscal Services
Rancho Santiago Community College
District on behalf of Santa Ana College

Date

Date

EXHIBIT "A"
DESCRIPTION OF SERVICES AND PROGRAM INFORMATION
Program Objectives and Services

OBJECTIVE A) Secondary School Persistence: 95% of non-senior participants served each project year will complete the current academic year and continue in school for the next academic year, at the next grade level.

OBJECTIVE B) Secondary School Graduation (regular secondary school diploma) 80% of seniors served during the project year will graduate during the project year with a regular secondary school diploma within the standard number of years.

OBJECTIVE C) Secondary School Graduation (rigorous secondary school program of study): 40% of seniors served during the project year will complete a rigorous secondary school program of study and will graduate during the project year with a regular secondary school diploma within the standard number of years.

OBJECTIVE D) Postsecondary Education Enrollment: 75% of participants, who have graduated with a regular secondary school diploma, during the project year, will enroll in an institution of higher education by the fall semester immediately following high school graduation or will have received notification, by the fall semester immediately following high school, from an institution of higher education, of acceptance but deferred enrollment until the next academic semester (e.g. spring semester).

OBJECTIVE E) Postsecondary Attainment: 35% of participants served during the project year, who enrolled in an institution of higher education, by the fall semester immediately following high school graduation or by the next academic semester (e.g. spring semester) as a result of acceptance but deferred enrollment, will complete a program of postsecondary education within six years.

These five objectives will be addressed through specific activities with program participants from 8th-12th grades depending on the services they need.

EXHIBIT "B"

CERTIFICATION OF CRIMINAL BACKGROUND CLEARANCE

With respect of the Agreement dated December 15, 2020 between the Santa Ana College Academic Talent Search Program ("ATS") and the Santa Ana Unified School District ("District") for the provision of college bound services, academic guidance, mentoring, tutoring, and University/Cultural field trip(s), ATS hereby certifies to the District's governing board that it has completed the fingerprinting and criminal background check requirements of Education Code section 45125.1, and that none of its, employees or other agents that may come in contact with District students has been convicted of a violent felony listed in Penal Code section 667.5(c) or serious felony listed in Penal Code section 1192.7 (c).

Tracie Green
Vice Chancellor, Human Resources
Rancho Santiago Community College District

Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

| | | |
|---------|--|-------------------------|
| To: | Board of Trustees | Date: December 14, 2020 |
| Re: | Approval of Educational Affiliation Agreement with Expressions Speech-Language Services, INC | |
| Action: | Request for Approval | |

BACKGROUND

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

ANALYSIS

Formal educational affiliation agreements between the District and fieldwork experience sites are necessary. To that end, this Educational Affiliation Agreement with Expressions Speech-Language Services, INC (“Agreement”) was developed for this purpose and will continue our existing partnership. This Agreement shall be effective for five (5) years or until termination by written notice of either party and carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended the Board of Trustees approve the Educational Affiliation Agreement with Expressions Speech-Language Services, INC, located in Garden Grove, California, as presented.

| | | |
|-----------------|--|-------------------------------|
| Fiscal Impact: | None | Board Date: December 14, 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 | |

EDUCATIONAL AFFILIATION AGREEMENT

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California, on behalf of the Santa Ana College Speech-Language Pathology Assistant Program (“College”) and Expressions Speech-Language Services, INC (“Clinical Facility”), located at 12062 Valley View Street, #137, Garden Grove, California 92845.

PART I. BASIS AND PURPOSE OF AGREEMENT

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

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

WHEREAS, the District provides programs in Speech-Language Pathology Assistant Program education, which require clinical experience for Students, hereafter called “**Students**”, enrolled in these programs;

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

A. For the Program in General

1. The District will assume full responsibility for offering Speech-Language Pathology Assistant Program education programs eligible for approval by the Speech-Language Pathology & Audiology Board.

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

PART III. **GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY**

A. For the Program in General

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Speech-Language Pathology Assistant Programs.
2. The Agency will provide staff members who hold a current state license or credential to practice speech-language pathology to supervise Speech-Language Pathology Assistant Students. In addition, supervising SLPs need to have a minimum of 2 years of full-time experience as practicing speech language pathologists.
3. The administration of the service and client care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and Agency staff.
4. The Agency will provide service facilities for learning experiences therein for Students enrolled in the Speech-Language Pathology Assistant Program of District who are designated by District for such experience at the Agency (the clinical experience for any one Student shall cover such period of time as may be specified by District.)
5. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such Students, either individually and/or in groups. All services of the Agency herein contracted for, such services and the number of Students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
6. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of Students, and permit the district instructors and Students access to service facilities, according to prearranged scheduling.
7. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
8. The Agency will provide orientation for Students and faculty to familiarize them with the facility and facility policies before assigning them to duties at the Agency.
9. The Agency will permit the faculty and Students of the District to use its facilities for clinical education according to approved curricula.

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

PART IV. **JOINT RESPONSIBILITIES AND PRIVILEGES**

A. For publications

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

B. Confidentiality of Patient Records

The Agency is a covered entity for purposes of the Health Insurance Portability and Accountability Act ("HIPAA") and subject to 45 C.F.R. Parts 160 and 164 (the HIPAA Privacy Regulation"). Agency shall direct Students, and Instructors providing supervision at the Agency as part of the Program, to comply with the policies and procedures of the Agency, including those governing the use and disclosure of individually identifiable health information under federal law, specifically the HIPAA Privacy Regulation. Solely for the purposes of defining the Students' and Instructors' role in relation to the use and disclosure of Agency's protected health information, the Students and Instructors are defined as members of the Agency's workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the Students and Instructors are not and shall not be considered to be employees of the Agency. The District and/or College will never access or request to access any Protected Health Information held or collected by or on behalf of the

Agency by a Student or Instructor who is acting as part of the Facilities workforce. No services are being provided to the Agency by the District pursuant to this Agreement and, therefore, this Agreement does not create a “business associate” relationship as that term is defined in 45 C.F.R. § 160.103.

C. Indemnification

The District hereby agrees to defend, indemnify and hold harmless the Agency, its directors, officers, agents and employees from and against claims, losses, liabilities, expenses (including reasonable attorneys’ fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of District, its Instructors, Students, agents or employees in connection with or arising out of the acts or omissions in services performed under this agreement or any breach or default in performance of any of the District’s obligations hereunder.

The Agency hereby agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees, agents, and officers from and against claims, losses, liabilities, expenses (including reasonable attorneys’ fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of the Agency, its parents, subsidiaries, directors, officers, agents and employees in connection with or arising out of the acts or omissions in services performed under this Agreement or any breach or default in performance of any of the Agency’s obligations hereunder.

D. Insurance:

Without limiting the indemnification obligations stated above, each party to the Agreement shall provide and maintain at its own expense a program of insurance covering its activities and operation hereunder. Certificates of insurance or self-insurance evidencing the required coverage shall be provided to the other party upon request and shall include a minimum thirty (30) day cancellation clause.

Insurance Carried by the District. District shall maintain General liability coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate covering personal injury, property damage, and general liability claims and said policy shall remain in full force and effect during the term hereof.

District shall assure coverage of Professional liability insurance for each Student participating in the Rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

District shall provide Workers’ Compensation coverage for its employees as well Students participating in the program.

Insurance Carried By Agency. Agency shall secure and maintain comprehensive General liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

PART V. STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS

- A. Speech-Language Pathology Assistant Program Students shall have the status of learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the Student during the experience is to be considered in addition to planned client care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for client care in areas where Students are obtaining clinical experience.
- B. Speech-Language Pathology Assistant Program Students are subject to the authority, policies, and regulations of the District. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as Agency employees in matters relating to the welfare of patients and general Agency operations. The Students are also responsible for recognizing the confidential nature of information related to clients and their records, and performance during emergency conditions. The Agency will provide copies of the rules, regulations and policies to the Speech-Language Pathology Assistant Program Students.
- C. Speech-Language Pathology Assistant Program Students shall be responsible for proper coverage in regard to malpractice insurance, or any other liability insurance that might be required by either the District or the Agency.
- D. The District will be responsible for assuring the Speech-Language Pathology Assistant Students assigned to the Agency for clinical instruction comply with Agency's pre-service screening requirements, e.g. Department of Justice clearance, mandated reporter training, TB testing, etc., if any.
- E. The District will be responsible for assuring the Speech-Language Pathology Assistant Students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI. **OTHER TERMS AND CONDITIONS**

- A. **Term.** This agreement shall be binding and deemed effective on the date which this Agreement first becomes fully executed by all Parties hereto and shall remain in effect for five (5) years thereafter unless sooner terminated by either party in accordance with this section.
1. This agreement may be terminated by either Party, acting with or without cause, upon giving at least ninety (90) days prior written notice to the other Party except that any Student already assigned to and accepted by the Agency shall be allowed to complete any in-progress clinical practicum assignment at the Agency.
 2. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party. If the breach is not cured, the Agreement shall terminate at the end of the thirty day period.
 3. This Agreement shall immediately terminate if the District or the Agency's licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against the District or the Agency by any accreditation or regulatory agency.
- B. **Modifications.** No modifications or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms of this Agreement unless made in writing between the parties hereto, shall be binding on any of the parties hereto.
- C. **Equal Opportunity Employment.** The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or veteran status. Additionally, the parties will provide an environment that is free from sexual harassment, as well as harassment and intimidation on account of an individual's race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status.
- D. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic or facsimile signature shall be deemed an original.
- E. **Notices.** Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U.S. mail. Mailed notices shall be addressed to the persons at the address set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of five (5) days after mailing.

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

With a copy to:
Santa Ana College
Attn: Speech/Language Pathology
Assistant Program, 1530 W. 17th Street
Santa Ana, CA 92706

If to Agency:

Expressions Speech-Language Services,
INC
Attn: Stacy DeRenard, CEO, SLP
12062 Valley View Street, #137
Garden Grove, California 92845

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

EXECUTION. By their signatures below, each of the following represents that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

| | | | |
|----------------|---|------------------|--|
| Agency: | Expressions Speech-Language Services, INC | District: | Rancho Santiago Community College District, on behalf of the Santa Ana College Speech-Language Pathology Assistant Program |
| Signature: | _____ | Signature: | _____ |
| Name: | _____ | Name: | <u>Adam M. O'Connor</u> |
| Title: | _____ | Title: | <u>Interim Vice Chancellor</u> |
| | _____ | | <u>Business Operations/Fiscal Services</u> |
| Date: | _____ | Date: | _____ |

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

| | | |
|---------|---|-------------------------|
| To: | Board of Trustees | Date: December 14, 2020 |
| Re: | Approval of Educational Affiliation Agreement with Magnolia School District | |
| Action: | Request for Approval | |

BACKGROUND

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

ANALYSIS

Formal educational affiliation agreements between the District and fieldwork experience sites are necessary. To that end, this Educational Affiliation Agreement with Magnolia School District (“Agreement”) was developed for this purpose and will continue our existing partnership. This Agreement shall be effective for five (5) years or until termination by written notice of either party and carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended the Board of Trustees approve the Educational Affiliation Agreement with Magnolia School District, located in Anaheim, California, as presented.

| | | |
|-----------------|--|-------------------------------|
| Fiscal Impact: | None | Board Date: December 14, 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 | |

EDUCATIONAL AFFILIATION AGREEMENT

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California on behalf of the Santa Ana College Speech-Language Pathology Assistant Program (“College”) and Magnolia School District (“Clinical Facility”), located at 2705 W. Orange Avenue, Anaheim, California 92804.

PART I. BASIS AND PURPOSE OF AGREEMENT

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

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

WHEREAS, the District provides programs in Speech-Language Pathology Assistant Program education, which require clinical experience for Students, hereafter called “**Students**”, enrolled in these programs;

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

A. For the Program in General

1. The District will assume full responsibility for offering Speech-Language Pathology Assistant Program education programs eligible for approval by the Speech-Language Pathology & Audiology Board.

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

PART III. **GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY**

A. For the Program in General

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Speech-Language Pathology Assistant Programs.
2. The Agency will provide staff members who hold a current state license or credential to practice speech-language pathology to supervise Speech-Language Pathology Assistant Students. In addition, supervising SLPs need to have a minimum of 2 years of full-time experience as practicing speech language pathologists.
3. The administration of the service and client care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and Agency staff.
4. The Agency will provide service facilities for learning experiences therein for Students enrolled in the Speech-Language Pathology Assistant Program of District who are designated by District for such experience at the Agency (the clinical experience for any one Student shall cover such period of time as may be specified by District.)
5. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such Students, either individually and/or in groups. All services of the Agency herein contracted for, such services and the number of Students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
6. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of Students, and permit the district instructors and Students access to service facilities, according to prearranged scheduling.
7. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
8. The Agency will provide orientation for Students and faculty to familiarize them with the facility and facility policies before assigning them to duties at the Agency.
9. The Agency will permit the faculty and Students of the District to use its facilities for clinical education according to approved curricula.

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

PART IV. **JOINT RESPONSIBILITIES AND PRIVILEGES**

A. For publications

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

B. Confidentiality of Patient Records

The Agency is a covered entity for purposes of the Health Insurance Portability and Accountability Act ("HIPAA") and subject to 45 C.F.R. Parts 160 and 164 (the HIPAA Privacy Regulation"). Agency shall direct Students, and Instructors providing supervision at the Agency as part of the Program, to comply with the policies and procedures of the Agency, including those governing the use and disclosure of individually identifiable health information under federal law, specifically the HIPAA Privacy Regulation. Solely for the purposes of defining the Students' and Instructors' role in relation to the use and disclosure of Agency's protected health information, the Students and Instructors are defined as members of the Agency's workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the Students and Instructors are not and shall not be considered to be employees of the Agency. The District and/or College will never access or request to access any Protected Health Information held or collected by or on behalf of the

Agency by a Student or Instructor who is acting as part of the Facilities workforce. No services are being provided to the Agency by the District pursuant to this Agreement and, therefore, this Agreement does not create a “business associate” relationship as that term is defined in 45 C.F.R. § 160.103.

C. Indemnification

The District hereby agrees to defend, indemnify and hold harmless the Agency, its directors, officers, agents and employees from and against claims, losses, liabilities, expenses (including reasonable attorneys’ fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of District, its Instructors, Students, agents or employees in connection with or arising out of the acts or omissions in services performed under this agreement or any breach or default in performance of any of the District’s obligations hereunder.

The Agency hereby agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees, agents, and officers from and against claims, losses, liabilities, expenses (including reasonable attorneys’ fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of the Agency, its parents, subsidiaries, directors, officers, agents and employees in connection with or arising out of the acts or omissions in services performed under this Agreement or any breach or default in performance of any of the Agency’s obligations hereunder.

D. Insurance:

Without limiting the indemnification obligations stated above, each party to the Agreement shall provide and maintain at its own expense a program of insurance covering its activities and operation hereunder. Certificates of insurance or self-insurance evidencing the required coverage shall be provided to the other party upon request and shall include a minimum thirty (30) day cancellation clause.

Insurance Carried by the District. District shall maintain General liability coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate covering personal injury, property damage, and general liability claims and said policy shall remain in full force and effect during the term hereof.

District shall assure coverage of Professional liability insurance for each Student participating in the Rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

District shall provide Workers’ Compensation coverage for its employees as well Students participating in the program.

Insurance Carried By Agency. Agency shall secure and maintain comprehensive General liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

PART V. STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS

- A. Speech-Language Pathology Assistant Program Students shall have the status of learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the Student during the experience is to be considered in addition to planned client care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for client care in areas where Students are obtaining clinical experience.
- B. Speech-Language Pathology Assistant Program Students are subject to the authority, policies, and regulations of the District. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as Agency employees in matters relating to the welfare of patients and general Agency operations. The Students are also responsible for recognizing the confidential nature of information related to clients and their records, and performance during emergency conditions. The Agency will provide copies of the rules, regulations and policies to the Speech-Language Pathology Assistant Program Students.
- C. Speech-Language Pathology Assistant Program Students shall be responsible for proper coverage in regard to malpractice insurance, or any other liability insurance that might be required by either the District or the Agency.
- D. The District will be responsible for assuring the Speech-Language Pathology Assistant Students assigned to the Agency for clinical instruction comply with Agency's pre-service screening requirements, e.g. Department of Justice clearance, mandated reporter training, TB testing, etc., if any.
- E. The District will be responsible for assuring the Speech-Language Pathology Assistant Students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI. **OTHER TERMS AND CONDITIONS**

- A. **Term.** This agreement shall be binding and deemed effective on the date which this Agreement first becomes fully executed by all Parties hereto and shall remain in effect for five (5) years thereafter unless sooner terminated by either party in accordance with this section.
1. This agreement may be terminated by either Party, acting with or without cause, upon giving at least ninety (90) days prior written notice to the other Party except that any Student already assigned to and accepted by the Agency shall be allowed to complete any in-progress clinical practicum assignment at the Agency.
 2. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party. If the breach is not cured, the Agreement shall terminate at the end of the thirty day period.
 3. This Agreement shall immediately terminate if the District or the Agency's licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against the District or the Agency by any accreditation or regulatory agency.
- B. **Modifications.** No modifications or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms of this Agreement unless made in writing between the parties hereto, shall be binding on any of the parties hereto.
- C. **Equal Opportunity Employment.** The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or veteran status. Additionally, the parties will provide an environment that is free from sexual harassment, as well as harassment and intimidation on account of an individual's race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status.
- D. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic or facsimile signature shall be deemed an original.
- E. **Notices.** Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U.S. mail. Mailed notices shall be addressed to the persons at the address set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of five (5) days after mailing.

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

With a copy to:
Santa Ana College
Attn: Speech/Language Pathology
Assistant Program, 1530 W. 17th Street
Santa Ana, CA 92706

If to Agency:

Magnolia School District
Attn: Dr. Bill Bailey
2705 W. Orange Avenue
Anaheim, California, 92804

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

EXECUTION. By their signatures below, each of the following represents that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

| | |
|---|---|
| Agency: Magnolia School District | District: Rancho Santiago Community College District, on behalf of the Santa Ana College Speech-Language Pathology Assistant Program |
| Signature: _____ | Signature: _____ |
| Name: _____ | Name: <u>Adam M. O'Connor</u> |
| Title: _____ | Title: <u>Interim Vice Chancellor</u> |
| | <u>Business Operations & Fiscal Services</u> |
| Date: _____ | Date: _____ |

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

| | | |
|---------|---|-------------------------|
| To: | Board of Trustees | Date: December 14, 2020 |
| Re: | Approval of Educational Affiliation Agreement with Orange Unified School District | |
| Action: | Request for Approval | |

BACKGROUND

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

ANALYSIS

Formal educational affiliation agreements between the District and fieldwork experience sites are necessary. To that end, this Educational Affiliation Agreement with Orange Unified School District (“Agreement”) was developed for this purpose and will continue our existing partnership. This Agreement shall be effective for five (5) years or until termination by written notice of either party and carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended the Board of Trustees approve the Educational Affiliation Agreement with Orange Unified School District, located in Orange, California, as presented.

| | | |
|-----------------|--|-------------------------------|
| Fiscal Impact: | None | Board Date: December 14, 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 | |

EDUCATIONAL AFFILIATION AGREEMENT

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California, on behalf of the Santa Ana College Speech-Language Pathology Assistant Program (“College”) and Orange Unified School District (“Clinical Facility”), located at 1401 North Handy Street, Orange, California 92867 .

PART I.

BASIS AND PURPOSE OF AGREEMENT

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

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

WHEREAS, the District provides programs in Speech-Language Pathology Assistant Program education, which require clinical experience for Students, hereafter called “**Students**”, enrolled in these programs;

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

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

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

PART II. **GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT**

A. For the Program in General

1. The District will assume full responsibility for offering Speech-Language Pathology Assistant Program education programs eligible for approval by the Speech-Language Pathology & Audiology Board.

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

PART III. **GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY**

A. For the Program in General

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Speech-Language Pathology Assistant Programs.
2. The Agency will provide staff members who hold a current state license or credential to practice speech-language pathology to supervise Speech-Language Pathology Assistant Students. In addition, supervising SLPs need to have a minimum of 2 years of full-time experience as practicing speech language pathologists.
3. The administration of the service and client care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and Agency staff.
4. The Agency will provide service facilities for learning experiences therein for Students enrolled in the Speech-Language Pathology Assistant Program of District who are designated by District for such experience at the Agency (the clinical experience for any one Student shall cover such period of time as may be specified by District.)
5. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such Students, either individually and/or in groups. All services of the Agency herein contracted for, such services and the number of Students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
6. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of Students, and permit the district instructors and Students access to service facilities, according to prearranged scheduling.
7. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
8. The Agency will provide orientation for Students and faculty to familiarize them with the facility and facility policies before assigning them to duties at the Agency.
9. The Agency will permit the faculty and Students of the District to use its facilities for clinical education according to approved curricula.

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

PART IV. **JOINT RESPONSIBILITIES AND PRIVILEGES**

A. For publications

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

B. Confidentiality of Patient Records

The Agency is a covered entity for purposes of the Health Insurance Portability and Accountability Act ("HIPAA") and subject to 45 C.F.R. Parts 160 and 164 (the HIPAA Privacy Regulation"). Agency shall direct Students, and Instructors providing supervision at the Agency as part of the Program, to comply with the policies and procedures of the Agency, including those governing the use and disclosure of individually identifiable health information under federal law, specifically the HIPAA Privacy Regulation. Solely for the purposes of defining the Students' and Instructors' role in relation to the use and disclosure of Agency's protected health information, the Students and Instructors are defined as members of the Agency's workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the Students and Instructors are not and shall not be considered to be employees of the Agency. The District and/or College will never access or request to access any Protected Health Information held or collected by or on behalf of the

Agency by a Student or Instructor who is acting as part of the Facilities workforce. No services are being provided to the Agency by the District pursuant to this Agreement and, therefore, this Agreement does not create a “business associate” relationship as that term is defined in 45 C.F.R. § 160.103.

C. Indemnification

The District hereby agrees to defend, indemnify and hold harmless the Agency, its directors, officers, agents and employees from and against claims, losses, liabilities, expenses (including reasonable attorneys’ fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of District, its Instructors, Students, agents or employees in connection with or arising out of the acts or omissions in services performed under this agreement or any breach or default in performance of any of the District’s obligations hereunder.

The Agency hereby agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees, agents, and officers from and against claims, losses, liabilities, expenses (including reasonable attorneys’ fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of the Agency, its parents, subsidiaries, directors, officers, agents and employees in connection with or arising out of the acts or omissions in services performed under this Agreement or any breach or default in performance of any of the Agency’s obligations hereunder.

D. Insurance:

Without limiting the indemnification obligations stated above, each party to the Agreement shall provide and maintain at its own expense a program of insurance covering its activities and operation hereunder. Certificates of insurance or self-insurance evidencing the required coverage shall be provided to the other party upon request and shall include a minimum thirty (30) day cancellation clause.

Insurance Carried by the District. District shall maintain General liability coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate covering personal injury, property damage, and general liability claims and said policy shall remain in full force and effect during the term hereof.

District shall assure coverage of Professional liability insurance for each Student participating in the Rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

District shall provide Workers’ Compensation coverage for its employees as well Students participating in the program.

Insurance Carried By Agency. Agency shall secure and maintain comprehensive General liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

PART V. **STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS**

- A. Speech-Language Pathology Assistant Program Students shall have the status of learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the Student during the experience is to be considered in addition to planned client care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for client care in areas where Students are obtaining clinical experience.
- B. Speech-Language Pathology Assistant Program Students are subject to the authority, policies, and regulations of the District. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as Agency employees in matters relating to the welfare of patients and general Agency operations. The Students are also responsible for recognizing the confidential nature of information related to clients and their records, and performance during emergency conditions. The Agency will provide copies of the rules, regulations and policies to the Speech-Language Pathology Assistant Program Students.
- C. Speech-Language Pathology Assistant Program Students shall be responsible for proper coverage in regard to malpractice insurance, or any other liability insurance that might be required by either the District or the Agency.
- D. The District will be responsible for assuring the Speech-Language Pathology Assistant Students assigned to the Agency for clinical instruction comply with Agency's pre-service screening requirements, e.g. Department of Justice clearance, mandated reporter training, TB testing, etc., if any.
- E. The District will be responsible for assuring the Speech-Language Pathology Assistant Students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI. **OTHER TERMS AND CONDITIONS**

- A. **Term.** This agreement shall be binding and deemed effective on the date which this Agreement first becomes fully executed by all Parties hereto and shall remain in effect for five (5) years thereafter unless sooner terminated by either party in accordance with this section.
1. This agreement may be terminated by either Party, acting with or without cause, upon giving at least ninety (90) days prior written notice to the other Party except that any Student already assigned to and accepted by the Agency shall be allowed to complete any in-progress clinical practicum assignment at the Agency.
 2. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party. If the breach is not cured, the Agreement shall terminate at the end of the thirty day period.
 3. This Agreement shall immediately terminate if the District or the Agency's licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against the District or the Agency by any accreditation or regulatory agency.
- B. **Modifications.** No modifications or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms of this Agreement unless made in writing between the parties hereto, shall be binding on any of the parties hereto.
- C. **Equal Opportunity Employment.** The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or veteran status. Additionally, the parties will provide an environment that is free from sexual harassment, as well as harassment and intimidation on account of an individual's race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status.
- D. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic or facsimile signature shall be deemed an original.
- E. **Notices.** Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U.S. mail. Mailed notices shall be addressed to the persons at the address set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of five (5) days after mailing.

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

With a copy to:
Santa Ana College
Attn: Speech/Language Pathology
Assistant Program, 1530 W. 17th Street
Santa Ana, CA 92706

If to Agency:

Orange Unified School District
Attn: Human Resources
1401 North Handy Street
Orange, California 92867

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

EXECUTION. By their signatures below, each of the following represents that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Agency: Orange Unified School District

District: Rancho Santiago Community College District, on behalf of the Santa Ana College Speech-Language Pathology Assistant Program

Signature: _____

Signature: _____

Name: _____

Name: Adam M. O'Connor

Title: _____

Title: Interim Vice Chancellor

Business Operations/Fiscal Services

Date: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

| | | |
|---------|--|-------------------------|
| To: | Board of Trustees | Date: December 14, 2020 |
| Re: | Approval of Educational Affiliation Agreement with Santa Ana Unified School District | |
| Action: | Request for Approval | |

BACKGROUND

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

ANALYSIS

Formal educational affiliation agreements between the District and fieldwork experience sites are necessary. To that end, this Educational Affiliation Agreement with Santa Ana Unified School District (“Agreement”) was developed for this purpose and will continue our existing partnership. This Agreement shall be effective for five (5) years or until termination by written notice of either party and carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended the Board of Trustees approve this Educational Affiliation Agreement with Santa Ana Unified School District, located in Santa Ana, California, as presented.

| | | |
|-----------------|--|-------------------------------|
| Fiscal Impact: | None | Board Date: December 14, 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 | |

EDUCATIONAL AFFILIATION AGREEMENT

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California, on behalf of the Santa Ana College Speech-Language Pathology Assistant Program (“College”) and Santa Ana Unified School District (“Clinical Facility”), located at 1601 East Chestnut Avenue, Santa Ana, California 92701.

PART I.

BASIS AND PURPOSE OF AGREEMENT

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

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

WHEREAS, the District provides programs in Speech-Language Pathology Assistant Program education, which require clinical experience for Students, hereafter called “**Students**”, enrolled in these programs;

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

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

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

PART II.

GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

A. For the Program in General

1. The District will assume full responsibility for offering Speech-Language Pathology Assistant Program education programs eligible for approval by the Speech-Language Pathology & Audiology Board.

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

PART III. **GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY**

A. For the Program in General

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Speech-Language Pathology Assistant Programs.
2. The Agency will provide staff members who hold a current state license or credential to practice speech-language pathology to supervise Speech-Language Pathology Assistant Students. In addition, supervising SLPs need to have a minimum of 2 years of full-time experience as practicing speech language pathologists.
3. The administration of the service and client care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and Agency staff.
4. The Agency will provide service facilities for learning experiences therein for Students enrolled in the Speech-Language Pathology Assistant Program of District who are designated by District for such experience at the Agency (the clinical experience for any one Student shall cover such period of time as may be specified by District.)
5. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such Students, either individually and/or in groups. All services of the Agency herein contracted for, such services and the number of Students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
6. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of Students, and permit the district instructors and Students access to service facilities, according to prearranged scheduling.
7. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
8. The Agency will provide orientation for Students and faculty to familiarize them with the facility and facility policies before assigning them to duties at the Agency.
9. The Agency will permit the faculty and Students of the District to use its facilities for clinical education according to approved curricula.

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

PART IV. **JOINT RESPONSIBILITIES AND PRIVILEGES**

A. For publications

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

B. Confidentiality of Patient Records

The Agency is a covered entity for purposes of the Health Insurance Portability and Accountability Act ("HIPAA") and subject to 45 C.F.R. Parts 160 and 164 (the HIPAA Privacy Regulation"). Agency shall direct Students, and Instructors providing supervision at the Agency as part of the Program, to comply with the policies and procedures of the Agency, including those governing the use and disclosure of individually identifiable health information under federal law, specifically the HIPAA Privacy Regulation. Solely for the purposes of defining the Students' and Instructors' role in relation to the use and disclosure of Agency's protected health information, the Students and Instructors are defined as members of the Agency's workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the Students and Instructors are not and shall not be considered to be employees of the Agency. The District and/or College will never access or request to access any Protected Health Information held or collected by or on behalf of the

Agency by a Student or Instructor who is acting as part of the Facilities workforce. No services are being provided to the Agency by the District pursuant to this Agreement and, therefore, this Agreement does not create a “business associate” relationship as that term is defined in 45 C.F.R. § 160.103.

C. Indemnification

The District hereby agrees to defend, indemnify and hold harmless the Agency, its directors, officers, agents and employees from and against claims, losses, liabilities, expenses (including reasonable attorneys’ fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of District, its Instructors, Students, agents or employees in connection with or arising out of the acts or omissions in services performed under this agreement or any breach or default in performance of any of the District’s obligations hereunder.

The Agency hereby agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees, agents, and officers from and against claims, losses, liabilities, expenses (including reasonable attorneys’ fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of the Agency, its parents, subsidiaries, directors, officers, agents and employees in connection with or arising out of the acts or omissions in services performed under this Agreement or any breach or default in performance of any of the Agency’s obligations hereunder.

D. Insurance:

Without limiting the indemnification obligations stated above, each party to the Agreement shall provide and maintain at its own expense a program of insurance covering its activities and operation hereunder. Certificates of insurance or self-insurance evidencing the required coverage shall be provided to the other party upon request and shall include a minimum thirty (30) day cancellation clause.

Insurance Carried by the District. District shall maintain General liability coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate covering personal injury, property damage, and general liability claims and said policy shall remain in full force and effect during the term hereof.

District shall assure coverage of Professional liability insurance for each Student participating in the Rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

District shall provide Workers’ Compensation coverage for its employees as well Students participating in the program.

Insurance Carried By Agency. Agency shall secure and maintain comprehensive General liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

PART V. STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS

- A. Speech-Language Pathology Assistant Program Students shall have the status of learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the Student during the experience is to be considered in addition to planned client care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for client care in areas where Students are obtaining clinical experience.
- B. Speech-Language Pathology Assistant Program Students are subject to the authority, policies, and regulations of the District. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as Agency employees in matters relating to the welfare of patients and general Agency operations. The Students are also responsible for recognizing the confidential nature of information related to clients and their records, and performance during emergency conditions. The Agency will provide copies of the rules, regulations and policies to the Speech-Language Pathology Assistant Program Students.
- C. Speech-Language Pathology Assistant Program Students shall be responsible for proper coverage in regard to malpractice insurance, or any other liability insurance that might be required by either the District or the Agency.
- D. The District will be responsible for assuring the Speech-Language Pathology Assistant Students assigned to the Agency for clinical instruction comply with Agency's pre-service screening requirements, e.g. Department of Justice clearance, mandated reporter training, TB testing, etc., if any.
- E. The District will be responsible for assuring the Speech-Language Pathology Assistant Students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI. **OTHER TERMS AND CONDITIONS**

- A. **Term.** This agreement shall be binding and deemed effective on the date which this Agreement first becomes fully executed by all Parties hereto and shall remain in effect for five (5) years thereafter unless sooner terminated by either party in accordance with this section.
1. This agreement may be terminated by either Party, acting with or without cause, upon giving at least ninety (90) days prior written notice to the other Party except that any Student already assigned to and accepted by the Agency shall be allowed to complete any in-progress clinical practicum assignment at the Agency.
 2. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party. If the breach is not cured, the Agreement shall terminate at the end of the thirty day period.
 3. This Agreement shall immediately terminate if the District or the Agency's licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against the District or the Agency by any accreditation or regulatory agency.
- B. **Modifications.** No modifications or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms of this Agreement unless made in writing between the parties hereto, shall be binding on any of the parties hereto.
- C. **Equal Opportunity Employment.** The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or veteran status. Additionally, the parties will provide an environment that is free from sexual harassment, as well as harassment and intimidation on account of an individual's race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status.
- D. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic or facsimile signature shall be deemed an original.
- E. **Notices.** Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U.S. mail. Mailed notices shall be addressed to the persons at the address set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of five (5) days after mailing.

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

With a copy to:
Santa Ana College
Attn: Speech/Language Pathology
Assistant Program, 1530 W. 17th Street
Santa Ana, CA 92706

If to Agency:

Santa Ana Unified School District
Attn: Educational Services
1601 East Chestnut Avenue
Santa Ana, California, 92701

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

EXECUTION. By their signatures below, each of the following represents that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Agency: Santa Ana Unified School District

District: Rancho Santiago Community College District, on behalf of the Santa Ana College Speech-Language Pathology Assistant Program

Signature: _____

Signature: _____

Name: _____

Name: Adam M. O'Connor

Title: _____

Title: Interim Vice Chancellor

Business Operations/Fiscal Services

Date: _____

Date: _____

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

| | | |
|---------|--|-------------------------|
| To: | Board of Trustees | Date: December 14, 2020 |
| Re: | Approval of Educational Affiliation Agreement with Little Voices | |
| Action: | Request for Approval | |

BACKGROUND

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

ANALYSIS

Formal educational affiliation agreements between the District and fieldwork experience sites are necessary. To that end, this Educational Affiliation Agreement with Little Voices (“Agreement”) was developed for this purpose and will continue our existing partnership. This Agreement shall be effective for five (5) years or until termination by written notice of either party and carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended the Board of Trustees approve the Educational Affiliation Agreement with Little Voices, located in Long Beach, California, as presented.

| | | |
|-----------------|--|-------------------------------|
| Fiscal Impact: | None | Board Date: December 14, 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 | |

EDUCATIONAL AFFILIATION AGREEMENT

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California, on behalf of the Santa Ana College Speech-Language Pathology Assistant Program (“College”) and Little Voices (“Clinical Facility”), located at 3620 Long Beach Blvd, Long Beach, California 90807.

PART I. BASIS AND PURPOSE OF AGREEMENT

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

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

WHEREAS, the District provides programs in Speech-Language Pathology Assistant Program education, which require clinical experience for Students, hereafter called “**Students**”, enrolled in these programs;

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

A. For the Program in General

1. The District will assume full responsibility for offering Speech-Language Pathology Assistant Program education programs eligible for approval by the Speech-Language Pathology & Audiology Board.

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

PART III. **GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY**

A. For the Program in General

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Speech-Language Pathology Assistant Programs.
2. The Agency will provide staff members who hold a current state license or credential to practice speech-language pathology to supervise Speech-Language Pathology Assistant Students. In addition, supervising SLPs need to have a minimum of 2 years of full-time experience as practicing speech language pathologists.
3. The administration of the service and client care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and Agency staff.
4. The Agency will provide service facilities for learning experiences therein for Students enrolled in the Speech-Language Pathology Assistant Program of District who are designated by District for such experience at the Agency (the clinical experience for any one Student shall cover such period of time as may be specified by District.)
5. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such Students, either individually and/or in groups. All services of the Agency herein contracted for, such services and the number of Students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
6. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of Students, and permit the district instructors and Students access to service facilities, according to prearranged scheduling.
7. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
8. The Agency will provide orientation for Students and faculty to familiarize them with the facility and facility policies before assigning them to duties at the Agency.
9. The Agency will permit the faculty and Students of the District to use its facilities for clinical education according to approved curricula.

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

PART IV. **JOINT RESPONSIBILITIES AND PRIVILEGES**

A. For publications

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

B. Confidentiality of Patient Records

The Agency is a covered entity for purposes of the Health Insurance Portability and Accountability Act ("HIPAA") and subject to 45 C.F.R. Parts 160 and 164 (the HIPAA Privacy Regulation"). Agency shall direct Students, and Instructors providing supervision at the Agency as part of the Program, to comply with the policies and procedures of the Agency, including those governing the use and disclosure of individually identifiable health information under federal law, specifically the HIPAA Privacy Regulation. Solely for the purposes of defining the Students' and Instructors' role in relation to the use and disclosure of Agency's protected health information, the Students and Instructors are defined as members of the Agency's workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the Students and Instructors are not and shall not be considered to be employees of the Agency. The District and/or College will never access or request to access any Protected Health Information held or collected by or on behalf of the

Agency by a Student or Instructor who is acting as part of the Facilities workforce. No services are being provided to the Agency by the District pursuant to this Agreement and, therefore, this Agreement does not create a “business associate” relationship as that term is defined in 45 C.F.R. § 160.103.

C. Indemnification

The District hereby agrees to defend, indemnify and hold harmless the Agency, its directors, officers, agents and employees from and against claims, losses, liabilities, expenses (including reasonable attorneys’ fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of District, its Instructors, Students, agents or employees in connection with or arising out of the acts or omissions in services performed under this agreement or any breach or default in performance of any of the District’s obligations hereunder.

The Agency hereby agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees, agents, and officers from and against claims, losses, liabilities, expenses (including reasonable attorneys’ fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of the Agency, its parents, subsidiaries, directors, officers, agents and employees in connection with or arising out of the acts or omissions in services performed under this Agreement or any breach or default in performance of any of the Agency’s obligations hereunder.

D. Insurance:

Without limiting the indemnification obligations stated above, each party to the Agreement shall provide and maintain at its own expense a program of insurance covering its activities and operation hereunder. Certificates of insurance or self-insurance evidencing the required coverage shall be provided to the other party upon request and shall include a minimum thirty (30) day cancellation clause.

Insurance Carried by the District. District shall maintain General liability coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate covering personal injury, property damage, and general liability claims and said policy shall remain in full force and effect during the term hereof.

District shall assure coverage of Professional liability insurance for each Student participating in the Rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

District shall provide Workers’ Compensation coverage for its employees as well Students participating in the program.

Insurance Carried By Agency. Agency shall secure and maintain comprehensive General liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

PART V. STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS

- A. Speech-Language Pathology Assistant Program Students shall have the status of learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the Student during the experience is to be considered in addition to planned client care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for client care in areas where Students are obtaining clinical experience.
- B. Speech-Language Pathology Assistant Program Students are subject to the authority, policies, and regulations of the District. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as Agency employees in matters relating to the welfare of patients and general Agency operations. The Students are also responsible for recognizing the confidential nature of information related to clients and their records, and performance during emergency conditions. The Agency will provide copies of the rules, regulations and policies to the Speech-Language Pathology Assistant Program Students.
- C. Speech-Language Pathology Assistant Program Students shall be responsible for proper coverage in regard to malpractice insurance, or any other liability insurance that might be required by either the District or the Agency.
- D. The District will be responsible for assuring the Speech-Language Pathology Assistant Students assigned to the Agency for clinical instruction comply with Agency's pre-service screening requirements, e.g. Department of Justice clearance, mandated reporter training, TB testing, etc., if any.
- E. The District will be responsible for assuring the Speech-Language Pathology Assistant Students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI. **OTHER TERMS AND CONDITIONS**

- A. **Term.** This agreement shall be binding and deemed effective on the date which this Agreement first becomes fully executed by all Parties hereto and shall remain in effect for five (5) years thereafter unless sooner terminated by either party in accordance with this section.
1. This agreement may be terminated by either Party, acting with or without cause, upon giving at least ninety (90) days prior written notice to the other Party except that any Student already assigned to and accepted by the Agency shall be allowed to complete any in-progress clinical practicum assignment at the Agency.
 2. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party. If the breach is not cured, the Agreement shall terminate at the end of the thirty day period.
 3. This Agreement shall immediately terminate if the District or the Agency's licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against the District or the Agency by any accreditation or regulatory agency.
- B. **Modifications.** No modifications or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms of this Agreement unless made in writing between the parties hereto, shall be binding on any of the parties hereto.
- C. **Equal Opportunity Employment.** The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or veteran status. Additionally, the parties will provide an environment that is free from sexual harassment, as well as harassment and intimidation on account of an individual's race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status.
- D. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic or facsimile signature shall be deemed an original.
- E. **Notices.** Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U.S. mail. Mailed notices shall be addressed to the persons at the address set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of five (5) days after mailing.

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

With a copy to:
Santa Ana College
Attn: Speech/Language Pathology
Assistant Program, 1530 W. 17th Street
Santa Ana, CA 92706

If to Agency:

Little Voices
Attn: Nicole Pappo, Director
3620 Long Beach Blvd.
Long Beach, California, 90807

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

EXECUTION. By their signatures below, each of the following represents that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Agency: Little Voices

District: Rancho Santiago Community College District, on behalf of
the Santa Ana College Speech-Language Pathology
Assistant Program

Signature: _____

Signature: _____

Name: _____

Name: Adam M. O'Connor

Title: _____

Title: Interim Vice Chancellor

Business Operations/Fiscal Services

Date: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

| | | |
|---------|--|-------------------------|
| To: | Board of Trustees | Date: December 14, 2020 |
| Re: | Approval of Educational Affiliation Agreement with Ukes Communication Services, Inc. | |
| Action: | Request for Approval | |

BACKGROUND

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

ANALYSIS

Formal educational affiliation agreements between the District and fieldwork experience sites are necessary. To that end, this Educational Affiliation Agreement with Ukes Communication Services, Inc. (“Agreement”) was developed for this purpose and will continue our existing partnership. This Agreement shall be effective for five (5) years or until termination by written notice of either party and carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended the Board of Trustees approve the Educational Affiliation Agreement with Ukes Communication Services, Inc., located in Placentia, California, as presented.

| | | |
|-----------------|--|-------------------------------|
| Fiscal Impact: | None | Board Date: December 14, 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 | |

EDUCATIONAL AFFILIATION AGREEMENT

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California, on behalf of the Santa Ana College Speech-Language Pathology Assistant Program (“College”) and Ukes Communication Services, Inc. (“Clinical Facility”), located at 101 S. Kraemer, Ste. #228, Placentia, California 92870.

PART I.

BASIS AND PURPOSE OF AGREEMENT

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

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

WHEREAS, the District provides programs in Speech-Language Pathology Assistant Program education, which require clinical experience for Students, hereafter called “**Students**”, enrolled in these programs;

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

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

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

PART II.

GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

A. For the Program in General

1. The District will assume full responsibility for offering Speech-Language Pathology Assistant Program education programs eligible for approval by the Speech-Language Pathology & Audiology Board.

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

PART III. **GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY**

A. For the Program in General

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Speech-Language Pathology Assistant Programs.
2. The Agency will provide staff members who hold a current state license or credential to practice speech-language pathology to supervise Speech-Language Pathology Assistant Students. In addition, supervising SLPs need to have a minimum of 2 years of full-time experience as practicing speech language pathologists.
3. The administration of the service and client care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and Agency staff.
4. The Agency will provide service facilities for learning experiences therein for Students enrolled in the Speech-Language Pathology Assistant Program of District who are designated by District for such experience at the Agency (the clinical experience for any one Student shall cover such period of time as may be specified by District.)
5. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such Students, either individually and/or in groups. All services of the Agency herein contracted for, such services and the number of Students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
6. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of Students, and permit the district instructors and Students access to service facilities, according to prearranged scheduling.
7. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
8. The Agency will provide orientation for Students and faculty to familiarize them with the facility and facility policies before assigning them to duties at the Agency.
9. The Agency will permit the faculty and Students of the District to use its facilities for clinical education according to approved curricula.

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

PART IV. **JOINT RESPONSIBILITIES AND PRIVILEGES**

A. For publications

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

B. Confidentiality of Patient Records

The Agency is a covered entity for purposes of the Health Insurance Portability and Accountability Act ("HIPAA") and subject to 45 C.F.R. Parts 160 and 164 (the HIPAA Privacy Regulation"). Agency shall direct Students, and Instructors providing supervision at the Agency as part of the Program, to comply with the policies and procedures of the Agency, including those governing the use and disclosure of individually identifiable health information under federal law, specifically the HIPAA Privacy Regulation. Solely for the purposes of defining the Students' and Instructors' role in relation to the use and disclosure of Agency's protected health information, the Students and Instructors are defined as members of the Agency's workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the Students and Instructors are not and shall not be considered to be employees of the Agency. The District and/or College will never access or request to access any Protected Health Information held or collected by or on behalf of the

Agency by a Student or Instructor who is acting as part of the Facilities workforce. No services are being provided to the Agency by the District pursuant to this Agreement and, therefore, this Agreement does not create a “business associate” relationship as that term is defined in 45 C.F.R. § 160.103.

C. Indemnification

The District hereby agrees to defend, indemnify and hold harmless the Agency, its directors, officers, agents and employees from and against claims, losses, liabilities, expenses (including reasonable attorneys’ fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of District, its Instructors, Students, agents or employees in connection with or arising out of the acts or omissions in services performed under this agreement or any breach or default in performance of any of the District’s obligations hereunder.

The Agency hereby agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees, agents, and officers from and against claims, losses, liabilities, expenses (including reasonable attorneys’ fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of the Agency, its parents, subsidiaries, directors, officers, agents and employees in connection with or arising out of the acts or omissions in services performed under this Agreement or any breach or default in performance of any of the Agency’s obligations hereunder.

D. Insurance:

Without limiting the indemnification obligations stated above, each party to the Agreement shall provide and maintain at its own expense a program of insurance covering its activities and operation hereunder. Certificates of insurance or self-insurance evidencing the required coverage shall be provided to the other party upon request and shall include a minimum thirty (30) day cancellation clause.

Insurance Carried by the District. District shall maintain General liability coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate covering personal injury, property damage, and general liability claims and said policy shall remain in full force and effect during the term hereof.

District shall assure coverage of Professional liability insurance for each Student participating in the Rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

District shall provide Workers’ Compensation coverage for its employees as well Students participating in the program.

Insurance Carried By Agency. Agency shall secure and maintain comprehensive General liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

PART V. **STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS**

- A. Speech-Language Pathology Assistant Program Students shall have the status of learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the Student during the experience is to be considered in addition to planned client care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for client care in areas where Students are obtaining clinical experience.
- B. Speech-Language Pathology Assistant Program Students are subject to the authority, policies, and regulations of the District. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as Agency employees in matters relating to the welfare of patients and general Agency operations. The Students are also responsible for recognizing the confidential nature of information related to clients and their records, and performance during emergency conditions. The Agency will provide copies of the rules, regulations and policies to the Speech-Language Pathology Assistant Program Students.
- C. Speech-Language Pathology Assistant Program Students shall be responsible for proper coverage in regard to malpractice insurance, or any other liability insurance that might be required by either the District or the Agency.
- D. The District will be responsible for assuring the Speech-Language Pathology Assistant Students assigned to the Agency for clinical instruction comply with Agency's pre-service screening requirements, e.g. Department of Justice clearance, mandated reporter training, TB testing, etc., if any.
- E. The District will be responsible for assuring the Speech-Language Pathology Assistant Students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI. **OTHER TERMS AND CONDITIONS**

- A. **Term.** This agreement shall be binding and deemed effective on the date which this Agreement first becomes fully executed by all Parties hereto and shall remain in effect for five (5) years thereafter unless sooner terminated by either party in accordance with this section.
1. This agreement may be terminated by either Party, acting with or without cause, upon giving at least ninety (90) days prior written notice to the other Party except that any Student already assigned to and accepted by the Agency shall be allowed to complete any in-progress clinical practicum assignment at the Agency.
 2. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party. If the breach is not cured, the Agreement shall terminate at the end of the thirty day period.
 3. This Agreement shall immediately terminate if the District or the Agency's licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against the District or the Agency by any accreditation or regulatory agency.
- B. **Modifications.** No modifications or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms of this Agreement unless made in writing between the parties hereto, shall be binding on any of the parties hereto.
- C. **Equal Opportunity Employment.** The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or veteran status. Additionally, the parties will provide an environment that is free from sexual harassment, as well as harassment and intimidation on account of an individual's race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status.
- D. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic or facsimile signature shall be deemed an original.
- E. **Notices.** Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U.S. mail. Mailed notices shall be addressed to the persons at the address set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of five (5) days after mailing.

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

With a copy to:
Santa Ana College
Attn: Speech/Language Pathology
Assistant Program, 1530 W. 17th Street
Santa Ana, CA 92706

If to Agency:
Ukes Communication Services, Inc.
Attn: Kathy Ukes
101 S. Kraemer, Ste. #228
Placentia, California, 92870

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

EXECUTION. By their signatures below, each of the following represents that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Agency: Ukes Communication Services, Inc.

District: Rancho Santiago Community College District, on behalf of
the Santa Ana College Speech-Language Pathology
Assistant Program

Signature: _____

Signature: _____

Name: _____

Name: Adam M. O'Connor

Title: _____

Title: Interim Vice Chancellor

Business Operations/Fiscal Services

Date: _____

Date: _____

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

| | | |
|---------|---|-------------------------|
| To: | Board of Trustees | Date: December 14, 2020 |
| Re: | Approval of Agreement for Contract Services with the City of Irvine | |
| Action: | Request for Approval | |

BACKGROUND

Santa Ana College Fire Technology Wellness Program has provided a Wellness Program to the City of Irvine since 2015. The intent of this Agreement for Contract Services (“Agreement”) between Rancho Santiago Community College District, on behalf of Santa Ana College Fire Technology Wellness Program, and the City of Irvine is to continue to provide a Wellness Program to their police officers.

ANALYSIS

This Agreement is administered in compliance with the guidelines issued by the State of California Community College Chancellor's Office and shall be effective for a period of one (1) year or until termination by written notice of either party with the City of Irvine reserving the right to extend it for up to four (4) additional one (1) year periods. This Agreement will not carry a cost for Santa Ana College and will generate revenue not to exceed \$10,400 for each fiscal year.

RECOMMENDATION

It is recommended the Board of Trustees approve the Agreement for Contract Services with the City of Irvine, located in Irvine, California, as presented.

| | | |
|-----------------|--|-------------------------------|
| Fiscal Impact: | Revenue not to exceed \$10,400 | Board Date: December 14, 2020 |
| Prepared by: | Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Larisa Sergeyeva, Ed.D., Dean of Human Services & Technology | |
| Submitted by: | Marilyn Flores, Ph.D., Interim President, Santa Ana College | |
| Recommended by: | Marvin Martinez, Chancellor, RSCCD | |

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of December 15, 2020, by and between the CITY OF IRVINE, a municipal corporation ("City"), and RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT/SANTA ANA COLLEGE, a public postsecondary educational institution ("Contractor"). (The term Contractor includes professionals performing in a consulting capacity.)

PART I

FUNDAMENTAL TERMS

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

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

C. Term: Unless terminated earlier as set forth in this Agreement, the services shall commence on January 2, 2021 ("Commencement Date") and shall continue through January 1, 2022. The City reserves the right to extend this Agreement for up to four (4) additional one (1) year periods. Such extension shall only be valid if effectuated in writing by the City.

D. Party Representatives:

D.1. The City designates the following person/officer to act on City's behalf:
James Hutchcraft, email: jhutchcr@cityofirvine.org

D.2. The Contractor designates the following person to act on Contractor's behalf:
Kristina Ross, email: ross_kristina@sac.edu

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

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

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

G. Integration: This Agreement represents the entire understanding of City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and

cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

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

CITY OF IRVINE

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT/SANTA ANA COLLEGE

By: _____
Mike Hamel
Its: Chief of Police

By: _____
Adam M. O'Connor
Its: Interim Vice Chancellor, Business Operations/Fiscal Services

Attest:

By: _____
Molly M. Perry
City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

Jeffrey Melching

Contractor Information
Address for Notices and Payments:

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

Attn: Kristina Ross
Telephone: 714-564-6864
Email: ross_kristina@sac.edu

PART II
GENERAL PROVISIONS

SECTION ONE: SERVICES OF CONTRACTOR

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

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

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

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

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

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

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

1.7 Identity of Persons Performing Work.

(A) Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services required hereunder. Any personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law.

(B) Contractor represents that the tasks and services required hereunder will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services. Contractor will exclusively determine the means, methods and details of performing the services subject to the requirements of this Agreement.

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

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

SECTION TWO: INSURANCE AND INDEMNIFICATION

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

2.1.1 Insurance Coverage Required. The Insurance obligations under this agreement shall be (1) all the Insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

The policies and minimum amounts of insurance required hereunder shall be as follows:

A. Comprehensive General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 including completed operations and contractual liability, with limits of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate for liability arising out of Contractor's performance of this Agreement. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set forth above. If written with an aggregate, the aggregate shall be double the each occurrence limit. Such insurance shall be endorsed to:

- (1) Name the City of Irvine and its employees, representatives, officers and agents (collectively hereinafter "City and City Personnel") as additional insured for claims arising out of Contractor's performance of this Agreement.
- (2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

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

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

- (1) Name the City of Irvine and its employees, representatives, officers and agents as additional insured for claims arising out of Contractor's performance of this Agreement.
- (2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

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

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

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

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

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

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

E. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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

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

The City's insurance certificate tracking services provider, Exigis, LLC, will send Contractor an email message providing instructions for submitting insurance certificates and endorsements.

Certificate Holder:

City of Irvine, California
c/o: Exigis LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668

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

Additional Insured Endorsements shall not:

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

H. Any Deductible in Excess of \$100,000 and/or Self-Insured Retentions must be approved in writing by the City.

I. Acceptability of Insurers. Each policy shall be from a company with current A.M. Best's rating of A- VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

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

2.2 Indemnification. Neither City, nor its council, officers, agents, contractors, or employees shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of Contractor under this Agreement. Contractor shall indemnify, defend and hold harmless City, as well as their respective council, officers, agents, contractors, and employees ("City Indemnities") from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, or property damage, that are incurred by or asserted against the City Indemnities arising out of or connected with any negligent acts or omissions on the part of Contractor under or in connection with any aspect of the services provided under this Agreement.

In contemplation of the provisions of Government Code §895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being Parties to an agreement, as defined in Government Code §895, each of the Parties hereto, pursuant to the authorization contained in Government Code §895.4 and §895.6, will assume the fully liability imposed upon it or any of its officers, agents or employees by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of §895.2 of such code. To achieve this purpose, each party agrees to indemnify and hold harmless the other for any cost or expense that may be imposed upon such other solely by virtue of said §895.2. The provisions of Civil Code §2778 are made a part hereof as if incorporated herein.

SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES

3.1 Compliance with Laws. Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on

4.20 (8)

behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Director of Industrial Relations of the State of California.

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

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

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

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

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

4.20 (9)

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

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

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

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

3.11 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party with respect to any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent

or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent act. A waiver by either party of any default must be in writing.

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

3.13 Rights and Remedies are Cumulative. Except as may be expressly set forth in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such party, at the same or different times, of any other rights or remedies to which such party may be entitled.

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

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

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

3.17 Conflicts of Interest.

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

for, or receive consulting services from any such person, whether for compensation or not, while this Agreement is in effect.

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

C. Contractor acknowledges that pursuant to the provisions of the Political Reform Act (Government Code section 87100 *et seq.*), City may determine Contractor to be a "Consultant" as that term is defined by the Act. In the event City makes such a determination, Contractor agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Contractor further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

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

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

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

SECTION FOUR: MISCELLANEOUS PROVISIONS

4.1 Records and Reports. The City Manager of the City of Irvine or his/her designee reserves the right to perform such audits, performance reviews, and other evaluations (collectively 'audit') that relate to or concern this Agreement at any time. Contractor agrees to participate and cooperate in up to five (5) hours of meetings and interviews (at no additional cost to City), if the same are requested by the City in connection with such an audit. Further, provided that the City pays Contractor's commercially reasonable hourly rate for services, Contractor agrees to participate and cooperate in such additional meetings and interviews (in excess of five (5) hours), if the same are requested by the City in connection with such an audit. Upon request by City, Contractor shall prepare and submit to City any reports concerning Contractor's performance of the services rendered under this Agreement. City shall have access, with 72 hours advance written notice delivered to Contractor, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of City and shall be delivered at no cost to City upon request of City or upon the termination of this Agreement, and (ii) shall not be made available to any individual or entity without prior written approval of City. The obligations of this Section 4.1 shall survive the expiration (or earlier termination) of this Agreement for a period of three (3) years. During said three (3) year period, Contractor shall keep and maintain all records and reports related to this Agreement, and City shall have access to such records in the event any audit is required.

4.2 Notices. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices to the City shall be delivered to the following address, to the attention of the City Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

To City: City of Irvine
One Civic Center Plaza (92606) (Hand Deliveries)
P. O. Box 19575
Irvine, CA 92623-9575

Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

4.3 Construction and Amendment. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

4.4 Severability. Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.

4.5 Authority. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

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

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

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

PART III

SPECIAL PROVISIONS

1. **Business License Requirement.** Contractors who provide services for the City of Irvine within the city limits of Irvine shall obtain, within five (5) days of executing this Agreement and prior to commencing any work herein, a City of Irvine business license and shall maintain a current business license throughout the term of this Agreement.
2. PART II GENERAL PROVISIONS, Section 2.1.1-C. Worker's Compensation Insurance, is modified to state that the Contractor's insurer, ASCIP, will confirm on the endorsement that subrogation is waived and therefore will not be required to provide an endorsement.
3. PART II GENERAL PROVISIONS, Section 2.1.1-D. Professional Liability Insurance, is deleted in its entirety.
4. PART II GENERAL PROVISIONS, Section 2.1.1-E. Evidence of Insurance, is modified to state that notices will be sent to Contractor, not to City, and that upon any such notice, Contractor will immediately provide to City.
5. PART II GENERAL PROVISIONS, Section 2.1.1-H. Acceptability of Insurers is modified to state that Contractor's insurer, ASCIP is a joint powers authority, self-insured and not an insurance company. ASCIP does not participate in the A.M. Best Rating Program.
6. PART II GENERAL PROVISIONS, Section 2.2 Indemnification, has been modified from the City's standard language as mutually agreed upon by the parties.

PART IV
SCOPE OF SERVICES

Services shall be performed as set forth below.

Contractor shall provide instruction via lectures and workshops in the area of physical fitness and health related topics at the City's facilities, as requested by City. Contractor shall also conduct a comprehensive fitness evaluation generating an individual fitness profile for each participating student.

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

A comprehensive fitness assessment with a 12 lead ECG, graded exercise test, blood pressure, pulmonary function, body composition assessment, and various strength and flexibility tests. **This is a fitness evaluation and not a medical assessment. The above results are not evaluated by a doctor. The student is encouraged to take all results to their doctor for review.**

An individualized Fitness Assessment Results Profile will be provided to each participant that completes the fitness assessment portion of the class.

A minimum of 4 lecture/workshops will be given during the duration of the Wellness Class.

For no additional cost each lectures/workshop may be repeated up to five times to accommodate the different shift schedules.

Contractor shall provide City with an aggregate report showing the Public Safety Department's average fitness scores in the following areas: Cardiovascular fitness, muscular fitness, body composition, and coronary risk.

PART V
BUDGET

Pricing shall be as set forth below.

| | |
|-------------------------------|----------|
| Tuition Fee (CA Resident) | \$96.00 |
| Tuition Fee (non-CA Resident) | \$600.00 |
| Material fee per student | \$12.00 |
| Maximum number of students | 100 |

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

No work shall be performed in connection with this Agreement until the receipt of a signed City of Irvine Purchase Order; and no work shall be performed with a value in excess of the Purchase Order amount as the City has not authorized nor is it obligated to pay Contractor any such excess amount.

In the event Contractor anticipates the potential need to perform services beyond those set forth herein where additional funding may be needed, Contractor shall notify City in writing allowing sufficient time for City to consider further action.

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

The Purchase Order number must be included on all invoices, along with the City Representative's name. Failure to include this information on the invoice shall result in the return of the unpaid invoice.

Contractors should submit invoices electronically to: **isubmittal@cityofirvine.org**

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

Pricing shall remain firm for the entire one (1) year Agreement term. Thereafter, any proposed pricing adjustment for follow-on renewal periods shall be submitted to the City Representative in writing at least ninety (90) days prior to the new Agreement term. The City reserves the right to negotiate any proposed pricing adjustment not to exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data as follows: Los Angeles-Long Beach-Anaheim, CA; All Urban Consumers;

Not Seasonally Adjusted; annualized change comparing the most recent month's reported data to the same month of the prior year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

Exhibit 1

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Contract Services Description: Public Safety Health and Wellness Program

WORKERS' COMPENSATION DECLARATION

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

(CHECK ONE APPLICABLE BOX BELOW)

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

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

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

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Distance Education

| | | | |
|---------|---|-------|-------------------|
| To: | Board of Trustees | Date: | December 14, 2020 |
| Re: | Approval of Rancho Santiago Community College District Professional Services Agreement with Shawn Jordisons Incredible Services | | |
| Action: | Request for Approval | | |

BACKGROUND

The Distance Education Department has a requirement to abide by Federal law, Section 508, which mandates that all electronic information produced or maintained by the Federal Government be accessible to people with disabilities. For course materials, this means that all course materials (e.g. documents, videos, worksheets, audio, images) placed online should be accessible to students using assistive technology, as well as providing necessary features for everyone to complete assignments. With the vast majority of courses now having online materials, we need accessibility trained expertise.

Hiring a contract service for accessibility will provide for high-level expertise and consultation for review of complex materials, remediation/conversion of non-accessible materials to accessible content for faculty and student use and advanced skills transfer to our current personnel. Without a higher level of in-house expertise, we will not be in compliance with Section 508 and American with Disabilities Act (ADA) requirements. In addition, our work with the California Virtual Campus (CVC), which requires fully accessible online course submissions for quality review, would be severely delayed.

ANALYSIS

Shawn Jordison is an expert in the field of Accessibility with experience at several California Community Colleges and also works with the CCC Accessibility Center. Shawn Jordisons Incredible Services (Contractor) will work with the Distance Education Department and faculty to assure Section 508 compliance of accessible course materials for current and future course usage. He will work closely with the Distance Education staff to ensure skills transfer of advanced accessibility skills and will review and remediate/convert course files. This Rancho Santiago Community College District Professional Services Agreement with Shawn Jordisons Incredible Services is for a total not to exceed \$10,050 and is for a term beginning January 1, 2021 through June 30, 2021.

RECOMMENDATION

It is recommended the Board of Trustees approve the Rancho Santiago Community College District Professional Services Agreement with Shawn Jordisons Incredible Services, located in Westlake Village, California, as presented.

| | | |
|-----------------|---|-------------------------------|
| Fiscal Impact: | \$10,050 | Board Date: December 14, 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 Shawn Jordisons Incredible Services, having its principal business address located at 615 Hampshire Road, APT# 360, Westlake Village, CA 91361 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 January 1, 2021, whichever is later, and shall continue in full force and effect thereafter until and including June 30, 2021 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.

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

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

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Ten Thousand Fifty Dollars Dollars (\$10,050) ("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 17th Street. Rm. A-101
Santa Ana, CA 92706

Contractor: Shawn Jordisons Incredible Services
Shawn Jordison
615 Hampshire Road, APT# 360
Westlake Village, CA 91361

4.21 (8)

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

Shawn Jordisons Incredible Services

BY: Signature of Authorized Person

Print Name: Shawn Jordison

Print Title: Contractor

Date: _____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

- **Project Scope:** Consultation for expert accessibility review of complex materials, remediation/conversion of non-accessible materials to accessible content for faculty and student use, and advanced skills transfer to our current personnel. Content material for accessibility requirements includes all course content or materials used such as, all documents (Word, PDF, Excel), videos, worksheets, audio and images. Scheduling of the contractor will vary by accessibility needs of our courses and personnel. It is expected that work assignments will be handled on an ad hoc basis with any consultation time arranged per the college personnel's schedule.
- **Physical Location:** The contractor will work remotely at their own location.
- **Supplies and Equipment:** Contractor will use their own equipment and applications. The District will not furnish any supplies or equipment.
- **Payment Rate:** The District will be invoiced after assigned project completion. Charges will be the same rate for content remediation/conversion, consultation and training of \$74 per hour for a maximum of 134 hours, for a total of \$10,050.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**Santa Ana College – School of Continuing Education
Santiago Canyon College – Division of Continuing Education**

| | | |
|---------|---|-------------------------|
| To: | Board of Trustees | Date: December 14, 2020 |
| Re: | Approval of Rancho Santiago Community College District Professional Services Agreement with PGINET Consulting | |
| Action: | Request for Approval | |

BACKGROUND

This is a Rancho Santiago Community College District Professional Services Agreement with PGINET Consulting (“PSA”). In response to the COVID-19 Pandemic and the need for more online support systems for students and faculty, SAC-SCE has made significant improvements to its registration systems, as well as its student and faculty applications. There is a need to continue to develop these enhancements, as well as make the systems available for all of Continuing Education to better facilitate the Continuing Education Pilot Program.

ANALYSIS

This PSA shall be effective as of the date signed by both parties until June 30, 2021 or until termination by written notice of either party. This PSA will carry a cost of \$52,500 and will be funded utilizing California Adult Education Program grant funding. The PSA will facilitate the integration of SCC-OEC into the application, online searchable schedule, Admissions and Records workflow system and reports currently in place for SAC-CEC, as well as updates for the Spring 2021 Registration process for SAC-SCE. The PSA will also support further development of the Substitute Application System, which is a necessary component of the SAC-CEC/SCC-OEC pilot with a focus on streamlining processes and procedures.

RECOMMENDATION

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

| | | |
|-----------------|---|-------------------------------|
| Fiscal Impact: | \$52,500 | Board Date: December 14, 2020 |
| Prepared by: | James Kennedy, Ed.D., Vice President of Continuing Education | |
| Submitted by: | Marilyn Flores, Ph.D., Interim President, Santa Ana College Jose F. Vargas, Interim President, Santiago Canyon College | |
| Recommended by: | Marvin Martinez, Chancellor, RSCCD | |



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

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

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

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

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

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

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

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

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on December 15, 2020, whichever is later, and shall continue in full force and effect thereafter until and including June 30, 2021 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

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

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

4. Payment.

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

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

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

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

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

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

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

9. Indemnification/Hold Harmless. Contractor shall defend, indemnify and hold District harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, except to the extent that any claims for injury or damages are caused by or result from the gross negligence or intentional acts or omissions of the District, its officers, agents, employees.

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

Other Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.

29. Dispute Resolution.

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

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

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

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

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

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

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

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records,

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

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District, on behalf of
Santa Ana College, Division of Continuing Education

BY: _____
Signature of Authorized Person

Print Name: Adam M. O'Connor
Print Title: Interim Vice Chancellor
Business Operations/Fiscal Services
Date: _____

CONTRACTOR
PGINET Consulting

BY: _____
Signature of Authorized Person

Print Name: Paul Gallagher
Print Title: Owner
Date _____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

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

Services from PGINET Consulting are required during the 2020-21 school year, to support the objectives of the District. The services provided are detailed below. Invoices for services rendered will be submitted to Rancho Santiago Community College District.

Services

SCC OEC integration into the system

- Mirroring all current processes in place for SAC SCE online registration, online searchable schedule, student communication, reports, A&R workflow system, substitute application system.

Continuation of work on implementation of ADFS to support Single Sign On and Data Exchange

- Work with ITS to Transition all SAC-SCE developed applications that are currently accessed through WebAdvisor to be accessed through ADFS.

Online Searchable Schedule

- Add additional filter options for searches.
- Ability for caretaker to hide or show sections.
- Updating so cancelled classes no longer show.

Substitute Application System

- Continued development

Fee/Terms

The total compensation (including, any reasonable costs, expenses or reimbursements) payable by the District to the Contractor shall not exceed the Cost of Services as set forth in Section 4.0.

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

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

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

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

District is contracting for 500 hours of programming services. This work will be performed before June 30, 2021

TOTAL AMOUNT NOT TO EXCEED \$52,500

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – School of Continuing Education

| | | |
|---------|--|-------------------------|
| To: | Board of Trustees | Date: December 14, 2020 |
| Re: | Approval of Rancho Santiago Community College District Professional Services Agreement with Univision Communications, Inc. | |
| Action: | Request for Approval | |

BACKGROUND

This is a Rancho Santiago Community College District Professional Services Agreement with Univision Communications, Inc. (“Agreement”) to provide marketing for English as Second Language, High School Equivalency and Citizenship classes. Previous marketing efforts for these programs have been highly effective. This effort will leverage previous SACGO marketing efforts and expand the reach to one of the largest Spanish Radio stations in Southern California.

ANALYSIS

This Agreement shall be effective as of the date signed by both parties until June 30, 2021 or until termination by written notice of either party. This Agreement will utilize California Adult Education Program funds identified for marketing purposes in the amount of \$39,900. The Agreement will provide marketing services for the Spring 2021 term for Santa Ana College School of Continuing Education utilizing both radio (K-LVE) and media in the form of display ads on Univision.com and applications. Email communication will also go out to Univision opt-in users in addition to third party lists. Social Media ads will also be placed on three (3) Univision pages.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Rancho Santiago Community College District Professional Services Agreement with Univision Communications, Inc., located in Los Angeles, California, as presented.

| | | |
|-----------------|--|-------------------------------|
| Fiscal Impact: | \$39,900 | Board Date: December 14, 2020 |
| Prepared by: | James Kennedy, Ed.D., Vice President, School of Continuing Education | |
| Submitted by: | Marilyn Flores, Ph.D., Interim President, Santa Ana College | |
| Recommended by: | Marvin Martinez, Chancellor, RSCCD | |



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, on behalf of Santa Ana College School of Continuing Education and Univision Communications, Inc., having its principal business address located at 5999 Center Drive, Los Angeles, CA 90045 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 December 14, 2020, whichever is later, and shall continue in full force and effect thereafter until and including June 30, 2021 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

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

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Thirty-Nine Thousand Nine Hundred Dollars (\$39,900) ("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: Vice Chancellor, Business Operations/Fiscal Services
2323 N. Broadway
Santa Ana, CA 92706

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

Contractor: Andrew Frausto/Univision Communications Inc.
5999 Center Drive
Los Angeles, CA 90045

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 School of Continuing Education

BY: _____
Signature of Authorized Person

Print Name: Adam M. O'Connor

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

Date: _____

CONTRACTOR

Univision Communications, Inc.

BY: _____
Signature of Authorized Person

Print Name: Andrew Frausto

Print Title: Account Executive

Date: _____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

A Scope of Work should include at least all of the following:

- **Project scope:** Describe the work being provided, including any work plan. Define required deliverables, if any, and their due dates. Set unambiguous schedule, milestones, performance standards and acceptance criteria, and due dates. Identify any project issues you have encountered or anticipate that may impact the work, such as intellectual property issues, deliverables, or PHI (Protected Health Information).
- **Physical location:** Describe or provide an address where the work will be performed. (Will they be doing the work on-site or remotely)
- **Supplies and equipment:** If supplies and equipment will be used, list them, including delineating those furnished by the District and to be furnished by the vendor or other sources.
- **Payment rate:** State the dollar amount computed by job, milestone, month, day or hour. Any upfront payments should be avoided. It is also recommended that payments be tied to completion of milestones and/or delivery of deliverables when possible.

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

Scope of Work for SAC SCE Spring Marketing Campaign for: English as a Second Language, Citizenship and HiSET program.

Radio- K-Lve

Univision Communications Inc to work with SAC SCE to develop one 60 second ad.

Ad to be run in 70 spots over a two week period- week of 1/4 and 1/11.

Average cost per spot is \$284.29

Total dollar amount for Radio Campaign for Spring 2021 SAC SCE is \$19,900.

Media- Univision Platforms

Four week campaign starting 1/4.

Univision Communicatons Inc to develop creatives for use.

Rotating Media will include geo targeted display banners on univision.com/apps and on audience extension platforms.

Retargeting of users that have interacted with display placements.

Geo Targeted email to users that are a part of the Univision network.

Total impressions 668,755 (subject to change at time of booking).

Social Media posts on Univision Social Media 3 posts each on KLVE, KRCD, and KSCA.

Total dollar amount for Media Campaign for Spring 202 SAC SCE is 20,000.

Invoice to be submitted to Accounts Payable Department at completion of campaign for a total of \$39,900 by Univision Communications, Inc.

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

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| To: | Board of Trustees | Date: December 14, 2020 |
| Re: | Approval of Rancho Santiago Community College District Professional Services Agreement with Estrella Media | |
| Action: | Request for Approval | |

BACKGROUND

This is a Rancho Santiago Community College District Professional Services Agreement with Estrella Media (“Agreement”). Santa Ana College School of Continuing Education (“SAC-SCE”) has been utilizing Estrella Media to run Spanish language radio ads on KBUE (Que Buena) and KWIZ (La Ranchera) since the Spring 2020 term, with very successful results. This Agreement expands the campaign to serve both the Credit and Non-Credit programs at Santa Ana College (“SAC”).

ANALYSIS

This Agreement shall be effective December 15, 2020 until June 30, 2021 or until termination by written notice of either party. This Agreement will utilize funds identified for marketing purposes by both SAC and SAC-SCE in the amount of \$19,998. The Agreement will provide marketing services for the Spring 2021 term for SAC and SAC-SCE utilizing Spanish language radio ads on KBUE (Que Buena) and KWIZ (La Ranchera), as well as their streaming platform.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Rancho Santiago Community College District Professional Services Agreement with Estrella Media, located in Burbank, California, as presented.

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| Fiscal Impact: | \$19,988 | Board Date: December 14, 2020 |
| Prepared by: | James Kennedy, Ed.D., Vice President, School of Continuing Education | |
| Submitted by: | Marilyn Flores, Ph.D., Interim President, Santa Ana College | |
| Recommended by: | Marvin Martinez, Chancellor, RSCCD | |



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, CA 92706, on behalf of Santa Ana College/Santa Ana College School of Continuing Education and Estrella Media, having its principal business address located at 1845 Empire Ave. Burbank, CA 91504 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 December 15, 2020, whichever is later, and shall continue in full force and effect thereafter until and including June 30, 2021 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

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

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Nineteen Thousand Nine Hundred and Eighty-Eight Dollars (\$19,988) ("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: Vice Chancellor, Business Operations/Fiscal Services
2323 N. Broadway
Santa Ana, CA 92706

With a copy to: (District Department Responsible for Contract)
Dr. Jim Kennedy
Vice President, Continuing Educaiton
2900 W. Edinger Ave.
Santa Ana, CA 92705

Contractor: Marlene Risquez
Estrella Media
1845 Empire Avenue
Burbank, CA 91504

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/Santa Ana College
School of Continuing Education

BY: _____
Signature of Authorized Person

Print Name: Adam M. O'Connor

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

Date: _____

CONTRACTOR
Estrella Media

BY: _____
Signature of Authorized Person

Print Name: _____

Print Title: _____

Date: _____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

A Scope of Work should include at least all of the following:

- **Project scope:** Describe the work being provided, including any work plan. Define required deliverables, if any, and their due dates. Set unambiguous schedule, milestones, performance standards and acceptance criteria, and due dates. Identify any project issues you have encountered or anticipate that may impact the work, such as intellectual property issues, deliverables, or PHI (Protected Health Information).
- **Physical location:** Describe or provide an address where the work will be performed. (Will they be doing the work on-site or remotely)
- **Supplies and equipment:** If supplies and equipment will be used, list them, including delineating those furnished by the District and to be furnished by the vendor or other sources.
- **Payment rate:** State the dollar amount computed by job, milestone, month, day or hour. Any upfront payments should be avoided. It is also recommended that payments be tied to completion of milestones and/or delivery of deliverables when possible.

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.

Radio ads with Que Buena and La Ranchera radio stations for both SAC and SAC School of Continuing Education. Total contract amount of \$19,988 with \$9,994 of the funding identified by SAC SCE and \$9,994 of the funding identified by SAC.

Santa Ana College School of Continuing Education ads to be aired for a two week time period (weeks of January 4th and January 11th).

All ads will be 30 seconds in length with script developed as a collaborative effort between Santa Ana College School of Continuing Education and Estrella Media on template provided by Estrella Media.

Ads will promote SAC.EDU/Vamos landing page that will direct students to register for different program options or to obtain more support via phone/email.

Contract includes

142 spots on La Ranchera (KWIZ) at a total dollar amount of \$3774

94 spots on Que Buena (KBUE) at a total dollar amount of \$6220

Total dollar amount for SAC Non Credit Contract is \$9,994

Santa Ana College ads to be aired for a two week time period (weeks of January 18th and January 25th).

All ads will be 30 seconds in length with script developed as a collaborative effort between Santa Ana College and Estrella Media on a template provided by Estrella Media.

Ads will promote general enrollment into the college with both sac.edu/spring website and general phone number provided in the ad.

Contract includes

142 spots on La Ranchera (KWIZ) at a total dollar amount of \$3774

94 spots on Que Buena (KBUE) at a total dollar amount of \$6220

Total dollar amount for SAC Credit Contract is \$9,994

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College - Human Services and Technology Division

| | |
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| To: Board of Trustees | Date: December 14, 2020 |
| Re: Approval of Amendment to Agreement with Fusion Sport | |
| Action: Request for Approval | |

BACKGROUND

Santa Ana College (“SAC”) Fire Technology Wellness Department is authorized to provide Wellness instruction to police, fire and lifeguard agencies. These classes are taught at the agency facility by instructors of Santa Ana College. Student information is entered into the Fusion Sport (Smartabase) software as a records management tool. Fusion Sport (Smartabase) software replaces software outgrown by the SAC Fire Technology Wellness Department.

SAC Fire Technology Wellness Department continues its transition from outdated legacy and paper-based systems to the Fusion Sport (Smartabase) platform and has identified additional processes efficiencies that can be automated through this platform. With the reduction in full-time faculty and other resources, this assistance has become more critical to program management. Additionally, our students have requested even more interactions and dashboards from the mobile version of the platform.

This Amendment to Agreement with Fusion Sport (“Amendment”) is to assist with continuing automation, digitization and enhanced management of paper-based data and additional student interaction pieces. The SAC Fire Technology Wellness Department recommends the District grant this request as it will also allow increased interactions among students and instructors in a variety of electronic media tools, including tablets, watches and laptop computers.

ANALYSIS

This Amendment adds 100 developer hours and any un-used developer hours will roll over to other needed Fire Technology projects at a cost not to exceed \$13,700.

RECOMMENDATION

It is recommended the Board of Trustees approve the Amendment to Agreement with Fusion Sport, located in Boulder, Colorado, as presented.

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|---|-------------------------------|
| Fiscal Impact: \$13,700 | Board Date: December 14, 2020 |
| Prepared by: Jeffrey N. Lamb, Ph.D., Vice President of Academic Affairs Larisa Sergeyeva, Ed.D., Dean of Human Services & Technology | |
| Submitted by: Marilyn Flores, Ph.D., Interim President, Santa Ana College | |
| Recommended by: Marvin Martinez, Chancellor, RSCCD | |

AMENDMENT TO AGREEMENT

THIS AMENDMENT to AGREEMENT is made this 15th day of December in the year 2020, between Fusion Sport hereinafter referred to as “CONSULTANT”, and the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “DISTRICT”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend that certain AGREEMENT entered into on October 15, 2019 to provide medical records management system for Fire Technology programs. Please amend the AGREEMENT to include the following:
 - 1. Schedule A - Add 100 additional developer hours at a rate of \$137.00/hour for a total of \$13,700 to assist with digitization of paper-based records and other Fire Technology/Wellness program and student support efforts. This increases the total contract price from \$36,500 to \$50,200.
- B. Except as amended herein, all other terms and conditions of AGREEMENT effective October 15, 2019 remain in effect.

Markus Deutsch
Fusion Sport, CEO or
Authorized Representative

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT OF ORANGE
COUNTY

By _____

By _____

Print Name _____

Adam M. O’Connor

Title _____

Interim Vice Chancellor
Business Operations/Fiscal Services

Date _____

Date _____

COPIES TO:

GENERATING OFFICE
Santa Ana College
1530 W. 17th St.
Santa Ana, CA 92706
Interim Associate Dean Joseph Dulla

PURCHASING DEPARTMENT
Rancho Santiago Community College District
2323 N. Broadway, Suite 109
Santa Ana, CA 92706
Linda Melendez, Director, Purchasing Services

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College –Student Services

| | | |
|---------|--|-------------------------------|
| To: | Board of Trustees | Board Date: December 14, 2020 |
| Re: | Approval of Memorandum of Understanding between the Consulate of Mexico in Santa Ana, California and the Rancho Santiago Community College District on behalf of Santa Ana College for the Implementation of the “Educational Orientation Window” Strategy | |
| Action: | Request for Approval | |

BACKGROUND

The Mexican Consulate located in Santa Ana, CA, is requesting Santa Ana College (SAC) continue the Educational Orientation Window, established in December 2017. Approximately 300 Mexican nationals living in Orange County visit the Consulate on a daily basis. The Consul is most interested in seeing that their clients become aware of the educational opportunities available at SAC for them and their children. This is a new Memorandum of Understanding between the Consulate of Mexico in Santa, California and the Rancho Santiago Community College District on behalf of Santa Ana College for the Implementation of the “Educational Orientation Window” Strategy (“Consulate MOU”) that will be replacing the previous MOU that the Rancho Santiago Community College District Board of Trustees took action on and approved on May 11, 2020. Before the May 11, 2020 approved MOU was moved forward for signature, the Consulate replaced it with the new Consulate MOU submission attached.

ANALYSIS

According to the United States Census (2010) American Community Survey data, an estimated 918,000 foreign-born people live in Orange County, of which, Mexican nationals make up Forty percent. Creating a permanent outreach zone within the Mexican Consulate will serve to easily disseminate information about Santa Ana College academic and support programs to this highly immigrant community. This effort will be supported by a \$4,000 commitment from the Mexican Consulate, with the aim of increasing the number of adults who enroll in and earn a college degree at SAC. SAC Outreach staff will continue to identify this location as one of their regular community recruitment sites. This Consulate MOU shall enter into force from the date of its signature and shall remain in force for five years, unless one of the Parties notifies in writing to the other Party of its decision to terminate, which is at least thirty (30) calendar days in advance.

RECOMMENDATION

It is recommended the Board of Trustees approve the Memorandum of Understanding between the Consulate of Mexico in Santa Ana, California and the Rancho Santiago Community College District on behalf of Santa Ana College for the Implementation of the “Educational Orientation Window” Strategy, as presented.

| | | |
|-----------------|---|-------------------------------|
| Fiscal Impact: | \$4,000 (Revenue) | Board Date: December 14, 2020 |
| Prepared by: | Vaniethia Hubbard, Ed.D., Vice President, Student Services Alicia Kruizenga, Dean, Student Affairs | |
| Submitted by: | Marilyn Flores, Ph.D., Interim President, Santa Ana College | |
| Recommended by: | Marvin Martinez, Chancellor, RSCCD | |



SRE

SECRETARÍA DE
RELACIONES
EXTERIORES

MEMORANDUM OF UNDERSTANDING BETWEEN THE CONSULATE OF MEXICO IN SANTA ANA, CALIFORNIA AND THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT ON BEHALF OF SANTA ANA COLLEGE FOR THE IMPLEMENTATION OF THE “EDUCATIONAL ORIENTATION WINDOW” STRATEGY

The Consulate of Mexico in Santa Ana (“the Consulate”) and the Rancho Santiago Community College District of the United States of America on behalf of Santa Ana College (“the Institution”) hereinafter referred to as the Parties, have resolved to conclude this Memorandum of Understanding considering the following recitals and articles;

CONSIDERING that the consular functions are established in the Vienna Convention on Consular Relations of 1963 and in the Consular Convention between the United Mexican States and the United States of America of 1942;

CONSIDERING that the Government of Mexico, through the Institute of Mexicans Abroad (IME) and its consulates in the United States of America, has taken an active role to promote the rights and wellbeing of the Mexican nationals in the aforementioned country;

CONSIDERING that the Ministry of Foreign Affairs of the United Mexican States, through the IME, promotes and manages, through the Mexican Consular Network, the “Educational Orientation Window” strategy, which prioritizes providing Mexican community who live in the United States of America with information and assistance regarding accessible opportunities, programs and educational services within the region they live and in Mexico;

CONSIDERING that the consular offices, plazas comunitarias, educational institutions and organizations, the locations where mobile consulates take place and forums organized by migrant associations, in which the Consulate participates, are proper spaces for the promotion of educational services offered for the Mexican nationals living in the United States of America;

CONSIDERING that the “Educational Orientation Window” strategy is jointly implemented by the IME and the Mexican consular representations, that have as allies or partners educational institutions, non-governmental organizations, and/or local authorities in the United States of America;

CONSIDERING that the alliances should be established with public institutions or non-governmental organizations, with experience and proven results in offering free educational services;

CONSIDERING that the mission of the Institution is to inspire, transform and empower a diverse community of learners;

CONSIDERING that the Institution works in partnership with educational institutions, civil organizations and government agencies;

Have agreed as follows:

4.26 (2)

ARTICLE 1

Objective

The objective of this Memorandum of Understanding is to establish the responsibilities of each Party in order to implement and manage the “Educational Orientation Window” Strategy in order to provide information and advice regarding education to the Mexican community in the State of California, specifically in Orange County of United States of America.

ARTICLE 2

Scope

In order to comply with the objective of this Memorandum of Understanding, the Parties shall promote the educational growth of Mexican nationals living within the Consulate’s jurisdiction, through the following actions:

- a) to disseminate the educational opportunities provided by the Mexican Government for Mexicans nationals in the United States of America;
- b) to provide information on local educational services in the United States of America;
- c) to provide information on access to education in Mexico for students returning from the United States of America;
- d) to develop courses for immigrant parents, and
- e) any other action agreed by the Parties to strengthen the objective of this Memorandum of Understanding.

The Parties agree that the present Memorandum of Understanding is not an exclusivity agreement with respect to the activities established herein, and that the Parties may collaborate without restrictions in similar activities with other persons or institutions.

ARTICLE 3

Responsibilities of the Parties

1. Both Parties shall:

- a) develop an Annual Work Program, which includes a schedule of the activities to be developed by the Institution, with the purpose of complying with the objective of the Memorandum of Understanding. The Annual Work Program shall be agreed upon during the first two (2) months of the calendar year, or during the first two (2) months after the signature of this Instrument and it shall be sent to the IME for its acknowledgement;

The activities and specific actions within the Annual Work Program, and its working schedule, shall not limit the capacity of the Parties to carry out more activities, provided that those actions strengthen the objective of this Memorandum of Understanding and prior authorization from the IME is obtained;

- b) work jointly in order to fulfill the objective of this Memorandum of Understanding and for the Educational Orientation Window operation. The services shall be provided in such a way that the maximum number of educational actions are sought for the benefit of Mexican community;
- c) deliver an annual report to the IME within the first thirty (30) days of the following calendar year to the signing of this Memorandum of Understanding. The report must include the activities and specific actions carried out according to the Annual Work Program, as well as the total number of beneficiaries, and
- d) agree the timetable for providing services and information to Mexican nationals. They should be provided during the public opening hours of the Consulate, the mobile consulate and “consulados sobre ruedas”, as well as at events organized at “plazas comunitarias” and other community events or by non-profit organizations.

2. The Consulate shall:

- a) supervise that the services of the Educational Orientation Window are optimal and according to the objective of this Memorandum of Understanding;
- b) facilitate to the Institution the use of a designated space in the Consulate’s public area, within its facilities, in order to carry out the activities and services to which it has committed. Such space may be modified and/or shared occasionally, according to the needs of the Consulate, with the organizations that collaborate with it;
- c) facilitate the use, when available, of a space that allows the Institution personnel to organize workshops, lectures, conferences and fairs, among others, regarding accessible educational services for the Mexican community;
- d) provide free access and use of internet services of the Consulate so that the Educational Orientation Window staff can carry out their activities;
- e) facilitate free use of Consulate facilities (restrooms, kitchen, utilities, and other non-restricted areas) for the Educational Orientation Window staff;
- f) include the Educational Orientation Window into regular consular activities;
- g) train the Educational Orientation Window staff on consular polices and applicable regulations to the performance of their activity while such staff is in the Consulate facilities;

- h) include the Educational Orientation Window staff in regular Consulate staff meetings, when necessary for the internal organization, coordination of consular spaces, conduct codes, public attention policies, dissemination of relevant information, event organization, security measures, or similar;
- i) facilitate access to authorized materials by IME or by governmental partners regarding educational services;
- j) gather information regarding monthly events and to include them in the "Bitácora IME" or in the electronic platform specifically created for that purpose;
- k) designate the adequate personnel to be liaison with the Institution, and
- l) send to IME the Annual Work Program for its knowledge, approved by the Parties in accordance with this Article, paragraph 1, subparagraph a).

3. The Institution shall:

- a) provide services and information to the Mexican community in Spanish and English languages, during the timetable agreed by the Parties. This shall be free of charge and without questioning the immigration status of the persons who receive these services and information;
- b) supervise the quality of the services rendered by the Educational Orientation Window, The Institution shall ensure that those are provided in a confidential manner;
- c) coordinate the implementation of any alteration to the Educational Orientation Window with the Consulate;
- d) operate a system of statistical information that allows for proper reporting of the results and achievements developed according to this Memorandum of Understanding. This information shall be delivered to the Consulate on a monthly basis;
- e) refer the interested public in the programs offered by the Government of Mexico through the Consulate, to the Consulate's official responsible for the Department of Community Affairs or to the Consulate's Coordinator of Education;
- f) distribute information materials, both in Spanish and English languages, which address the needs of the users of the Educational Orientation Window. Said materials shall be distributed only if its contents are approved by the Consulate in writing;
- g) distribute and disseminate the printed material provided by the Consulate, regarding the educational programs;
- h) participate and support the Consulate in the coordination of community events, consular protection, activities of the mobile consulate and the

“consulado sobre ruedas”, as well as the organization of community meetings;

- i) appoint the adequate personnel as liaison with the Consulate;
- j) participate in regular scheduled evaluation activities and/or conferences regarding the status of the Educational Orientation Window;
- k) maintain a registry of the Educational Orientation Window beneficiaries, and
- l) seek supplementary financial support for the sustainability of the Educational Orientation Window and the strengthening of its services. To analyze jointly with the Consulate the opportunities that arise to obtain additional financial resources.

ARTICLE 4 Relation between Parties

Nothing of the established in this Memorandum of Understanding or related to it shall be construed as establishing a legal association, joint business, agency, agreement of exclusivity or any other similar relation between Parties, therefore, the employees of each of the Parties shall not be considered agents or officials by the other Party and the employees of the Institution shall not have the right to prerogatives, immunities, remuneration or reimbursement nor shall be authorized to assume commitments on behalf of the Consulate or any other agency of the Government of Mexico.

The Parties shall not be responsible for the activities assigned to the other Party. Neither of the Parties shall be able to oblige the other to execute any activity without the previous consent of the other Party.

The Institution shall exempt from liability, defend and compensate the Consulate regarding the legal actions, claims, costs and commitments acquired by controversies in regards to intellectual property, damage to the patrimony of the participants in the Educational Orientation Window or of other kind that arise in virtue of this Memorandum of Understanding and that are a consequence of the actions or omissions of the Institution, its agents or employees.

ARTICLE 5 Financial Support

Subject to its budget availability, the Consulate may provide the Institution an amount of money to cover the operating expenses of the Educational Orientation Window.

The Parties shall agree annually the amount of financial support to be provided by the Consulate to the Institution, as well as the period that said amount shall cover, in order to support the operating expenses of the Educational Orientation Window. Such agreement shall be formalized through a separated instrument which shall be considered an integral part of this Memorandum of Understanding.

The Institution shall provide the Consulate with a duly signed receipt, on letterhead of the Institution, at the time it receives the amount agreed upon by the Parties as financial support, attaching a copy of an identification of the person signing the receipt.

The Institution shall provide the Consulate a work program including a general budget for the use of the amount received as financial support which shall become integral part of this Memorandum of Understanding, as annex.

The Institution shall administer the financial support and shall use it exclusively for the operation of the Educational Orientation Window.

In case of termination of this Memorandum of Understanding, the Institution shall return the unexpended financial support to the Consulate, within the sixty (60) calendar days following the receipt of the termination notice.

In case of termination of this Memorandum of Understanding, the Institution shall provide the Consulate with any requested final report, as well as a compilation of the indicators of all the previous reports, within the sixty (60) calendar days after the reception of the termination notice.

ARTICLE 6

Protection of Information

The Consulate, under no circumstances, authorizes the Institution the use of the Educational Orientation Window logos, slogans, images or other promotional materials in support of any other activity that is not assigned to the Institution in this Memorandum of Understanding;

All promotional materials of the Educational Orientation Window shall include the logos related to the Ministry of Foreign Affairs of the United Mexican States, the IME, the Consulate and the Educational Orientation Window;

All information from the electronic Educational Orientation Window registration system shall be confidential and strictly anonymous and only for statistical purposes, in order to assist the Consulate and IME in identifying the educational needs of the Mexican communities in the United States of America. The Consulate must authorize previously and in writing the use, by the Institution, of such statistical information to generate additional resources, write an article or other purposes.

The private information of the Program beneficiaries' shall be managed under the most strict confidentiality criteria, in compliance with local and federal legislation. Its use by the Institution shall be explicitly authorized by the beneficiaries.

Any breach to the previous paragraph may result in civil or criminal responsibilities, and may give rise to the termination of this Memorandum of Understanding.

ARTICLE 7

Intellectual Property

The intellectual property regarding any material or software produced by the Institution under this Memorandum of Understanding shall belong to the Institution. However, the Consulate may reproduce and distribute materials with prior authorization of the Institution.

ARTICLE 8
Privileges and Immunities

Nothing in this Memorandum of Understanding shall constitute or be interpreted as an implicit or explicit waiver or a surrender of the rights, privileges and/or immunities afforded to the Consulate and its officials under the Vienna Convention on Consular Relations, the bilateral treaties signed between the United Mexican States and the United States of America and its local laws.

ARTICLE 9
Publicity and Media Coverage

The Parties shall consult each other on any matter of general policy regarding the training, dissemination or any other matter that arises and that was not foreseen by this Memorandum of Understanding.

The Parties shall examine all the printed and electronic materials related to the Educational Orientation Window before its publication and distribution. The Parties shall previously approve any communication with the press, TV or radio, as well as any publication in any other social media or website, concerning this Memorandum of Understanding, regarding the Educational Orientation Window.

ARTICLE 10
Parties Representatives

The authorized representatives by the Parties for the administration of this Memorandum of Understanding and to whom the notices, requests and formal communications must be delivered, are the following:

- a) The representative for the Consulate shall be:

Mario Cuevas Zamora
Consul of Mexico in Santa Ana
2100 E. 4th Street, Santa Ana, California 92705
714-581-4930
mcuevas@sre.gob.mx
Attention: Norma Edith Aguilar

- b) The representative for the Institution shall be:

Adam M. O'Connor,
Interim Vice Chancellor
Business Operations/Fiscal Services.
Rancho Santiago Community College District
2323 N Broadway
Santa Ana, CA 92706
(714) 564-6974
oconnor_adam@rsccd.edu
Attention: Alicia Kruizenga

The Parties may add or substitute representatives by giving immediate notice to the other Party. Notice shall be sent via email and recipient must confirm that email has been received.

If the person authorized to receive notices, requests or communications changes or modifies address, written notice must be given to the other Party in accordance with this Article, within the five (5) business days following such modification.

ARTICLE 11 Notifications

All notices, requests and communications between the Parties under this Memorandum of Understanding shall be made in writing and shall be understood that those were delivered to the authorized representatives when they are:

- a) personally delivered;
- b) sent through certified mail, with delivery receipt;
- c) delivered through overnight or same day shipping service in an envelope that has the correct address and requires delivery signature, or
- d) sent via fax or email, and the recipient confirm that the fax/email has been received.

Telephone or in person communications shall be considered as long as there is record of them in writing or via email with confirmation receipt.

ARTICLE 12 Dispute Resolution

Any dispute arising from the interpretation or implementation of this Memorandum of Understanding shall be resolved by mutual agreement of the Parties through good faith negotiations.

ARTICLE 13 Final Provisions

This Memorandum of Understanding shall enter into force from the date of its signature and shall remain in force for five years, unless one of the Parties notifies in writing to the other Party of its decision to terminate it at least thirty (30) calendar days in advance.

This Memorandum of Understanding may be modified, at any time, by mutual written consent of the Parties.

Signed at Santa Ana, California, the 15th of December, 2020, in two (2) originals, each in the Spanish and English languages, both texts being equally authentic.

**FOR THE CONSULATE OF MEXICO
IN SANTA ANA, CALIFORNIA**

**FOR THE RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT**

**Mario Cuevas Zamora
Consul of Mexico**

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

**Marilyn Flores
Interim President
Santa Ana College**

ANNEX TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CONSULATE OF MEXICO IN SANTA ANA, CALIFORNIA AND THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT ON BEHALF OF SANTA ANA COLLEGE FOR THE IMPLEMENTATION OF THE "EDUCATIONAL ORIENTATION WINDOW" STRATEGY

In accordance with the provision of Article 5 (five) "Financial Support" of the Memorandum of Understanding between the Consulate of Mexico in Santa Ana, California and the Rancho Santiago Community College District on behalf of Santa Ana College for the Implementation of the "Educational Orientation Window" Strategy, the Parties have agreed as follows:

1. Funding in the amount of \$4,000.00 (four thousand 00/100 U.S. dollars) has been approved for the implementation of the Memorandum of Understanding for the period from January 1st. to December 31st., 2021, provided by the Consulate of Mexico in Santa Ana, California

This Annex is signed in Santa Ana, California, on December 15, 2020, in two (2) original copies, each one in the Spanish and English languages, both texts being equally valid.

**FOR THE CONSULATE OF MEXICO
IN SANTA ANA, CALIFORNIA**

**FOR THE RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT**

**MARIO CUEVAS ZAMORA
Consul of Mexico**

**ADAM M. O'CONNOR,
Interim Vice Chancellor
Business Operations/Fiscal Services**

**MARILYN FLORES,
Interim President
Santa Ana College**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

| | | |
|---------|---|-------------------------|
| To: | Board of Trustees | Date: December 14, 2020 |
| Re: | Approval of Amendment to Agreement with Substance Media, Inc. | |
| Action: | Request for Approval | |

BACKGROUND

This is an Amendment to Agreement (“Amendment”) of the original Rancho Santiago Community College District Professional Services Agreement with Substance Media, Inc., which was approved by the Board of Trustees on August 10, 2020 (“Agreement”). The original request involved an ongoing collaboration with Substance Media, Inc. to produce marketing materials for twelve (12) Career Education departments within the Human Services & Technology Division. The Amendment is to extend the Agreement through December 30, 2020 and to cover the additional cost of \$3,398 for one extra day of filming. The cost for the Agreement and this Amendment is funded by the Strong Workforce Program (SWP) Regional grant.

ANALYSIS

This Amendment shall be effective as of the date signed by both parties until December 30, 2020 and will carry a cost of \$3,398 for Santa Ana College to provide one (1) additional day of filming. This cost is to be paid by the Strong Workforce Program (SWP) Regional grant.

RECOMMENDATION

It is recommended the Board of Trustees approve the Amendment to Agreement with Substance Media, Inc., located in Covina, California, as presented.

| | | |
|-----------------|--|-------------------------------|
| Fiscal Impact: | \$3,398 | Board Date: December 14, 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 | |

AMENDMENT TO AGREEMENT

THIS AMENDMENT to AGREEMENT is made this 15th day of December in the year 2020, between **SUBSTANCE MEDIA, INC.**, hereinafter referred to as “CONSULTANT”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “DISTRICT”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend that certain AGREEMENT entered into on August 11, 2020 and amended December 15, 2020 to provide one (1) additional day of filming at a cost of \$3,398 to the District. Please amend the AGREEMENT to include the following:
 - 1. By extending the contract duration period from August 11, 2020 to November 25, 2020 to be through December 30, 2020.
 - 2. By providing for the one (1) additional day of filming at an additional cost of \$3,398 to the District.
- B. Except as amended herein, the terms and conditions of AGREEMENT effective August 11, 2020, shall remain in full force and effect.

SUBSTANCE MEDIA, INC.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY

By _____

By _____

Print Name: Brian Marsh

Adam M. O’Connor

Title: Co-founder/Creative Director

Interim Vice Chancellor
Business Operations/Fiscal Services

Date _____

Date _____

COPIES TO:

HUMAN SERVICES & TECHNOLOGY
Santa Ana College
1530 West 17th Street, R-107
Santa Ana, CA 92706
Larisa Sergeyeva, Ed.D., Dean

PURCHASING DEPARTMENT
Rancho Santiago Community College District
2323 N. Broadway, Suite 109
Santa Ana, CA 92706
Linda Melendez, Director, Purchasing Services



Substance Media, Inc.
800 S. Barranca Ave #220
Covina, CA 91723

info@substance.agency
626.332.0488

Thursday, October 1, 2020

* Unless agreed upon otherwise, the terms stated in this initial quote will expire thirty (30) days after the date indicated above.

ADD ON SERVICES

SUB 20044 - V2

CLIENT

Santa Ana College

PROJECT

Career Education
Video & Photography

CONTACT

Mary Law
RSCCD Manager, Graphic Communications
Office: 714-628-4866
Law_Mary@rsccd.edu

PROJECT TYPE

EDU

A

.. ADD-ONS // **+1 DAY**

\$3,398

15% EDU Discount Applied - Original Price \$3,998

Additional Filming Day

- 4 Hour Filming Block
- 1 Interview Team
- 2 Additional Student Interviews (30 minutes /each)
- 1 B-roll Team

- For off-campus filming location

B

.. ADD-ONS // **Animated Graphics**

\$4,260

15% EDU Discount Applied - Original Price \$5,012

Animated Graphics

- Supplemental Animated Graphics
- Enhances and Visualizes information
- Up to 10 seconds of animation per video
~ 2 minutes of animation total

- Great for item lists and viewer comprehension

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

| | | |
|---------|--|-------------------------|
| To: | Board of Trustees | Date: December 14, 2020 |
| Re: | Approval of Supplemental Program Agreement to Educational Experience Affiliation Agreement Baccalaureate and Graduate Nursing with The University of Texas Arlington | |
| Action: | Request for Approval | |

BACKGROUND

On October 26, 2020, the Rancho Santiago Community College District Board of Trustees approved the University of Texas at Arlington Educational Experience Affiliation Agreement Baccalaureate and Graduate Nursing with The University of Texas Arlington (“Agreement”). However, the University of Texas Arlington Program Agreement Baccalaureate/ Graduate Nursing (pages 4-5) were missing from the original Agreement at time of approval. These pages describe the Baccalaureate/Graduate Nursing Program Agreement and the University and Facility obligations.

ANALYSIS

These agreements with The University of Texas at Arlington allow 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 University of Texas Arlington Program Agreement Baccalaureate/ Graduate Nursing (“Program Agreement”) describes the Baccalaureate/Graduate Nursing Program Agreement and the University and Facility obligations. The Program Agreement carries no costs or other financial arrangements.

RECOMMENDATION

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

| | | |
|-----------------|---|-------------------------------|
| Fiscal Impact: | None | Board Date: December 14, 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 26th 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 ("Facility"), a facility having its principal office at 1530 W. 17th 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

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

By _____
Amber Smallwood, PhD

Assistant Vice Provost

Date:

Date:

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

**University of Texas Arlington
PROGRAM AGREEMENT
Baccalaureate/Graduate Nursing**

WHEREAS, The University of Texas at Arlington, on behalf of its College of Nursing and Health Innovation, ("University") and Rancho Santiago Community College District, on behalf of Santa Ana College ("Facility") have previously executed an Affiliation Agreement effective on 1/26/2021; and

WHEREAS, University and Facility desire to implement the provisions of such Affiliation Agreement by providing students enrolled in University's School of Nursing with educational experience utilizing the personnel, equipment, and facilities of Facility.

NOW THEREFORE, subject to the terms, conditions and provisions of such Affiliation Agreement, the parties agree as follows:

1. UNIVERSITY OBLIGATIONS:

- a. Assure that all students selected for participation in Program have satisfactorily completed all portions of the University curriculum that are a prerequisite for participation in the Program.
- b. Develop criteria for the evaluation of the performance of University students participating in the Program and provide those criteria, with appropriate reporting forms, to the Facility personnel and University personnel who are responsible for supervising those students.
- c. Assign grades to students participating in the Program on the basis of the performance evaluations submitted in the reporting forms.
- d. Inform all University students and personnel participating in the Program that they are required to comply with the rules and regulations of Facility while on premises of Facility and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by Facility.
- e. Provide information requested by Facility related to students participating in the Program unless prohibited by federal or state law.
- f. Remove a student from the Program when the Facility determines that the student has violated the rules and regulations of the Facility; has disclosed information that is confidential by law; or has engaged in conduct that disrupts the activities carried on by the Facility or threatens the safety of Facility personnel or patients.
- g. Students assigned to Facility for clinical learning experience will have appropriate malpractice liability insurance coverage and a certificate evidencing coverage will be made available upon request.
- h. Students assigned to clinical facility will meet program criteria on the basis of criminal background checks, drug screens, PPD and Hep B vaccines and immunizations.

2. FACILITY OBLIGATIONS:

- a. Assign appropriate space on Facility premises for offices, lectures, and other non-experience-related activities of the Program.
- b. Provide the equipment, supplies, qualified personnel, and supervised access to patients or clients required for the experience related activities of the Program.

- c. Obtain and maintain all licenses required for Facility and assure that all Facility personnel are appropriately licensed.
- d. Assume sole responsibility for the quality of patient or client care.
- e. Provide orientation sessions to inform University students and personnel concerning the rules and regulations of Facility.
- f. Permit representatives of the accrediting entity for the school or division of University in which students participating in the Program are enrolled to have reasonable access to premises of Facility for purposes related to the accreditation process.
- g. Cooperate fully with University in matters related to academic performance and student conduct related to the Program experience.
- h. The educational experience for students in the Program will be an integral part of the services provided by Facility and students will be under the direct supervision of University personnel, Facility personnel, and/or preceptors who are licensed or otherwise qualified to perform such services.

3. GENERAL PROVISIONS:

- a. University students and personnel will be responsible for their own transportation, meals, and health care, to include any accidental injury, while participating in the Program.
- b. This Program Agreement and the Affiliation Agreement constitute the entire agreements between the parties with respect to the subject matter and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of those Agreements. No amendment to this Program Agreement shall be effective unless reduced to writing and signed by an authorized representative of each party.
- c. The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, national origin, religion, sex, age, veteran status, or disability.
- d. 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

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

By _____
Amber Smallwood, PhD
Assistant Vice Provost

Date:

Date:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College and Santa Ana College School of Continuing Education

| | | |
|---------|--|-------------------------|
| To: | Board of Trustees | Date: December 14, 2020 |
| Re: | Ratification of Termination of Parking Lease Agreement with OCR Land LLC Approved by Chancellor per Resolution No. 20-03 Declaring an Emergency and Authorizing Necessary Actions Regarding Coronavirus (COVID-19) | |
| Action: | Request for Approval | |

BACKGROUND

On April 26, 2017, Santa Ana College entered into a 5-year parking lot lease agreement for 144 spaces adjacent to the Remington Education Center. As a result of the Covid 19 Pandemic, these spaces are not currently being utilized. There currently is adequate parking through the Remington Education Center SAUSD lease to provide adequate parking to meet the needs of the facility. Programs currently offered at the site include Certified Nursing Assistant, Construction Technology and the Child Development Center. The Remington Education Center lease is due to expire in June 2022. The District is confident that it can meet the parking needs for the facility once normal operation are returned after the Covid 19 Pandemic. Through negotiation OCR Land LLC and RSCCD came to a mutually agreeable decision to terminate the lease.

ANALYSIS

Terminating the parking lease will save the District \$95,830. The agreement was processed utilizing the Chancellor’s Emergency Authority as a result of the sale of the property and the requirement that the termination of the lease be included in the sale.

RECOMMENDATION

It is recommended that the Board of Trustees ratify the termination of the parking lease agreement with OCR Land LLC for the 144 parking spaces located at 523 N. Grand Ave. Santa Ana, California, approved by the chancellor per Resolution No. 20-03.

| | | |
|-----------------|---|-------------------------------|
| Fiscal Impact: | \$95,830 | Board Date: December 14, 2020 |
| Prepared by: | James Kennedy, Ed.D., Vice President of Continuing Education | |
| Submitted by: | Enrique Perez, Vice Chancellor Education Services, RSCCD Marilyn Flores, Ph.D., Interim President, Santa Ana College | |
| Recommended by: | Marvin Martinez, Chancellor, RSCCD | |

LEASE TERMINATION AGREEMENT
(Parking Lot at 523 N. Grand Avenue, Santa Ana, California)

OCR Land LLC, a California limited liability company (“**Landlord**”), and Rancho Santiago Community College District, a California community college district (“**Tenant**”), hereby agree as follows:

1. **Termination of Lease.** Landlord and Tenant hereby terminate the April 26, 2017 Parking Lot Lease Agreement entered into between Landlord and Tenant (“**Lease**”) pertaining to a portion of the parking lot located at 523 North Grand Avenue in Santa Ana, California (the “**Premises**”). That termination shall be effective as of November 30, 2020.
2. **Surrender of Premises.** Landlord acknowledges that Tenant has already surrendered possession of the Premises.
3. **Security Deposit.** Landlord now holds the sum of Thirty-Seven Thousand Five Hundred Eighty-Four Dollars (\$37,584.00) as a security deposit under the Lease. The parties agree that the security deposit shall be applied as follows: \$13,690 shall be retained by Landlord as full payment of the rent owing by Tenant under the Lease for the month of November, 2020; an additional \$5,102 shall be retained by Landlord as consideration for the early termination of the Lease; and the balance of \$18,792 shall be returned by Landlord to Tenant promptly upon the full execution of this Lease Termination Agreement (this “**Agreement**”).
4. **Indemnification and Release.** Tenant agrees that its obligation to indemnify Landlord against third-party claims arising during the Lease term pursuant to Section 11.a.3 of the Lease remains in full force and effect notwithstanding the termination of the Lease. Except for those third-party claims, Landlord and Tenant hereby fully, finally and forever settle and release each other from any and all claims which have arisen, are now arising, or which hereafter may arise between Landlord and Tenant out of or in connection with the Lease, including without limitation all rent obligations.
5. **Digital Signatures.** Signatures to this Agreement transmitted by facsimile (fax) or in the form of a digital image – including without limitation PDF, JPEG and/or GIF files, or any electronic signature complying with the U.S. Federal ESIGN Act of 2000 (15 USC § 7001 *et seq.*) or California’s Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 *et seq.*) – shall be valid and effective to bind the party so signing.

“**Landlord**”
OCR Land, LLC,
a California limited liability company

By: 

Mike Harrah Nov 4, 2020
Managing Member

“**Tenant**”
Rancho Santiago Community College District,
a California community college district

By: 

Marvin Martinez Nov 4, 2020
Chancellor

PARKING LOT LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is entered into and shall be deemed effective the 26th day of April, 2017, by and between **OCR LAND LLC** ("Lessor") and **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, a California community college district ("Lessee").

WHEREAS, the Lessor has agreed to lease to the Lessee and the Lessee has agreed to lease from the Lessor the Lease Premises, to be used generally as a parking lot, on the terms and conditions herein contained.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows.

- 1. The Premises.** The Lessor leases to the Lessee, and the Lessee takes from the Lessor, for its exclusive use, One Hundred Forty-Four (144) reserved vehicle parking spaces located in the parking lot at 523 N. Grand, Santa, California 92706, Lot 4 ("Premises"), as depicted on Exhibit A, attached hereto. Lessee acknowledges that it shall not have exclusive use of the Parking Lot, but shall only have exclusive use of the 144 reserved parking spaces. The Parking Lot will be shared with Lessor, and its officers, directors, employees, agents, representatives, consultants, affiliates, tenants, guests, invitees and third party assignees, sub lessors and designees.

Lessor and the Lessee acknowledge that the Premises are located on and occupy a portion of the land currently developed and operating as an Office Building and that this Lease expressly excludes any and all use of the Office Building and/or its common areas and vehicle parking spaces, other than that the 144 reserved parking spaces defined as Premises hereinabove.

- 2. Existing Conditions.** Lessor confirms that there is existing lighting throughout the Premises and that lighting is available and can be scheduled, as requested, from dusk until 10:00 p.m. Monday through Thursday and from dusk until 7 p.m. on Fridays and Saturdays. Lessor further confirms that the Premises will be in compliance with ADA standards, and Lessor will ensure that the Lessee has the proper number of ADA spaces in the parking spaces positioned closest to the school premises occupied by Lessee located at 1325 E. 4th Street, Santa Ana, California 92701 ("School Premises"). Lessor shall post signage or otherwise mark as "Reserved" Lessee's One Hundred Forty-Four (144) reserved vehicle parking spaces located in the Premises at Lessee's expense one time.
- 3. Term.** The term of this Lease (the "Term") shall be Five (5) years, commence on July 1, 2017, and terminating June 30, 2022, unless terminated earlier in accordance with this Lease. Subject to the following notice requirements, and provided that at the time of such notice the Lessee is not then in Default (as herein defined) under the terms of this Lease, the Lessee is hereby granted the right to renew the Initial Term of this Lease for an additional five (5) years. The Lessee shall exercise such Renewal Option, if at all, by providing Lessor with written notice of if its intent to renew within one hundred and twenty (120) days of the expiration of the then current term. All of the terms and provisions of this Lease shall apply to 5 year Renewal Term, except that the Lessee and Lessor shall have the right to negotiate the Rent. In the event that the Lessee timely exercises a Renewal Option, the Lessor and the Lessee each agree to execute an amendment to this Lease in

A handwritten signature in blue ink, followed by the date 3/29/17.

a form reasonably acceptable to both Parties reflecting the extension of the Term by the Renewal Term.

4. Rent.

- a. **Monthly Rent.** The monthly rent shall be Twelve Thousand Five Hundred and Twenty Eight Dollars (\$12,528.00), payable on first (1st) day of each month and no later than the tenth (10th) day of each month, commencing July 1, 2017.
- b. **Security Deposit.** Lessee shall deposit with Lessor, within ten (10) days after execution of this Agreement and prior to Lessee's occupancy, a security deposit in the amount of Thirty seven Thousand Five Hundred and Eighty four Dollars (\$ 37,584.00) as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise defaults under this Lease, Lessor may, upon fourteen (14) days' written notice to Lessee, apply or retain all or any portion of the said Security Deposit for the payment of any past due Rents and/or to reimburse or compensate Lessor for any liability, expense, loss of damage which Lessor may suffer or incur by reason of Lessee's breach of this Lease. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall, within ten (10) days after Lessor's written request, deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within ninety (90) days after the expiration of the termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under the Lease.
- c. **Utilities.** The Lessor shall pay any and all charges for all utilities required for the Premises including, with limitation, charges incurred for parking lot lighting to be scheduled as required and requested by Lessee.
- d. **Total Due within Ten (10) Days of Execution of Lease.** The Total due by Lessee to Lessor within ten (10) days of execution of this Lease and prior to Lessee's occupancy of the Premises is Thirty Seven Thousand Five Hundred and Eighty Four Dollars (\$ 37,584.00).
- e. **Late Charges.** Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, any Rent shall not be received by Lessor within ten (10) days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to five percent (5%) of each such overdue amount or \$100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. The foregoing notwithstanding, the Lessee reserves the right to pay its Monthly Rent Payments quarterly, in advance.
- f. **Fixed Rental Adjustments (FRA).** Three Percent (3%) CPI increase annually starting year two: Base rent is based upon 144 spaces at \$ 87.00 per space per month.

A handwritten signature in blue ink, possibly reading 'D', is written over the page number. Below the signature, the date '3/23/17' is written in blue ink.

| On Adjustment Date | New Monthly Rent Shall Be: |
|--------------------|----------------------------|
| July 1, 2018 | \$12,904.00 |
| July 1, 2019 | \$13,291.00 |
| July 1, 2020 | \$13,690.00 |
| July 1, 2021 | \$14,100.00 |

5. **Taxes; Assessments.** Since Lessee is a California local public entity, it is exempt from and not subject to city, county, state and/or federal property taxes, income, excise, succession, transfer, franchise, betterment or other taxes and assessments that may be levied against the Lessor.
6. **Use.** The Lessee shall use and occupy the Premises as a public parking lot for parking of cars, SUVs, vans and passenger and pick-up trucks and for no other purpose by its agents, employees, consultants, affiliates, guests, invitees and third party assignees, sub lessors and designees.
7. **Maintenance, Repairs, Alterations.** The Lessee shall keep the Premises in a neat, safe and substantially same condition of repair and appearance existing at the effective date of this Lease, ordinary wear and tear and casualty excepted. Lessee shall not make any alterations, additions or improvements to the Leased Premises without the prior written approval of the Lessor. All damage or injury to the Premises and improvements on or about the Premises caused by the act or negligence of Lessee, its agents, employees, consultants, affiliates, guests, invitees and third party assignees, sub lessors and designees shall be repaired at the sole cost and expense of Lessee.
8. **Lessee Improvements.** Lessee shall not construct, make, nor permit to be constructed, any alterations or improvements of the Premises without first obtaining written consent from Lessor, which may be granted, withheld or conditioned in the sole discretion of the Lessor. Lessee Improvements consented to by Lessor shall be constructed or otherwise completed by and through Lessor, and Lessee shall pay to Lessor the actual project costs of modifications or improvements to Premises. Project costs will be determined by both Lessee and Lessor in writing prior to commencement of work.
9. **Compliance with Laws.** Throughout the term of this Lease, Lessee shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules and regulations now in force or which may hereafter be in force, and the requirements of any fire insurance underwriters or other similar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises. The Lessee shall not be required to correct any condition or on the Leased Premises that existed at the Effective Date and at that time represented a violation of, or noncompliance with, any applicable law, regulation or ordinance by the Landlord.
10. **Signage.** Lessee shall place no signs on the Premises with the prior written approval of Lessor.
11. **Lessee Insurance; Indemnification.**
 - a. **Lessee's Insurance; Indemnification.**
 - i. Lessee shall maintain in full force and effect at all times during the term of this Lease, at its own expense for the protection of Lessee and Lessor, as their interests may appear, policies of insurance issued by an admitted carrier or

Handwritten signature and date: 3/23/17

carrier acceptable to Lessors or joint powers authority, which afford the following coverage:

1. **Comprehensive General Liability Insurance.** CGLI with not less than \$2,000,000.00 per occurrence with an annual aggregate of not less than \$5,000,000.00 against claims for bodily injury, personal injury and property damage based upon or arising out of the Lessee's use, occupancy, operation or maintenance of the Premises and all areas appurtenant thereto. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intro-insured exclusion as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. Lessee shall provide an endorsement on its liability policies which provide that its insurance shall be primary to and not contribution with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.
2. **Property Insurance.** Property insurance covering loss by theft, vandalism, or other damage to property of Lessee on the subject Premises.
3. **Indemnification.** Lessee shall indemnify and hold harmless Lessor, its officers, directors and employees, from and against any and all losses, damages, claims, liabilities, judgments, costs and expenses, including reasonable cost and expense of defending any claim during the term of this Lease arising directly or indirectly out of any act, omission or negligence of the Lessee, its Board of Trustees, directors, employees, agents and consultants. Lessee shall not be liable to or have any indemnity obligations for any act, omission, negligence or willful conduct of the Lessor, its officers, directors, employees, agents, representatives, consultants, affiliates, tenants, guests, invitees and third party assignees, sub lessors and designees.


b. **Lessor Insurance.**

- i. **Comprehensive General Liability Insurance.** Lessor shall maintain Comprehensive General Liability Insurance as described in paragraph no. 9, in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.
- ii. **Property Insurance; Improvements and Rental Value.**
 1. **Buildings and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lessor insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also

JP
3/23/17

contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$5,000 per occurrence.

2. **Rental Value.** Lessor shall obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value Insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.
 3. **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Area or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.
 4. **Lessee's Improvements.** Since Lessee is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become property of Lessor under the terms of this Lease.
12. **Assignment; Sublease.** The Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.
13. **Lessor's Right of Access.** The Lessor, or the Lessor's employees or agents, shall have the right to enter the Premises in a reasonable manner upon reasonable advance notice to the Lessee to conduct surveys, testing, or studies of the Premises in connection with any engineering, design, financing, or permitting activities related to potential development of the Premises; provided, however, that no notice will be required in emergency circumstances where it is impractical to provide the Lessee with advance notice. The Lessor shall use reasonable efforts to minimize any disruption of the Lessee's activities.
14. **Lessee Conditional Obligations.** Lessee's obligations to make payments of the Annual Rent and any additional amount payable by lessee under this Lease constitutes a then current obligation of Lessee payable exclusively from legally available funds and shall not be construed to be an indebtedness within the meaning of any applicable constitutional or statutory limitation or requirement. Nothing contained herein constitutes a pledge of the general tax revenues or general funds of Lessee or an obligation for which Lessee is obligated to levy or pledge any form of taxation of for which Lessee has levied or pledged any form of taxation.
15. **Lessee Covenant to Budget and Appropriate for Annual Rent.** Lessee covenants to take such action as may be necessary to include all Annual Rent due under this Lease in each of its budgets during the Initial Term or Renewal Terms of this Lease and to make the necessary annual appropriations for all Annual Rent payments. Lessee will furnish to the Lessor, , copies of each proposed budget of Lessee within three (3) days after it is placed on an agenda for consideration and adoption by Lessee's Governing Board. During the Initial Term and Renewal Terns of this Lease, Lessee shall deliver to Lessor a


3/23/17

copy of the portion of the final budget adopted by the Lessee's Governing Board reflecting budget appropriation for payment of the Annual Rent due hereunder within three (3) days of such action by Lessee's Governing Board.

16. **Eminent Domain.** If, at any time during this Lease and prior to the date of expiration or termination, the whole or any portion of the Lease Premises shall be taken under the power of eminent domain, then the term of this Lease shall cease as of the time when the Lessor shall be divested of its title to the Leased Premises, and Rent and other costs and expenses, if any, shall be apportioned and adjusted as of the effective time of such termination. The Lessee shall not be entitled to participate as Lessee in any condemnation proceeding on its own behalf, nor shall the Lessee participate in any amounts awarded to the Lessor.
17. **Default; Breach.** A "Default" is defined as failure by one of the parties to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of the defaulting party to cure such Default within any applicable grace period. If an Event of Default has occurred and continues, the non-defaulting party, determining that sufficient cause exists to justify the action, may terminate the Lease without prejudice to any other right or remedy the non-defaulting party may have, after giving the defaulting party at least seven (7) days advance written notice of the effective date of termination. The non-defaulting party shall have the sole discretion to permit the defaulting party to remedy the cause for the termination without waiving the non-defaulting party's right to terminate the Lease, or otherwise waiving, restricting or limiting any other right or remedy of the non-defaulting party under the Lease or the Laws.
18. **Termination without Cause.** Lessor or Lessee acknowledge and agree to a One Hundred Twenty (120) day written Lease cancellation by either party, without cause and without recourse by either party. The effective date of the termination, however, shall not, without agreement of the parties, occur during a school semester or term. Upon such termination, the Lease shall be deemed to terminate on the date specified in the notice as if this Lease had expired by lapse of time. Lessee shall prorate its final payment of Rent to Lessor to correspondence to such shortened period, if any.
19. **Termination for Convenience** The Security Deposit of \$ 37,584.00 due within ten (10) days of execution of this Lease, no later than April 26th, 2017, is nonrefundable if the Lessee terminates this Lease prior to Lessee's occupancy on July 1, 2017. The 120 day notice to vacate is not in effect until 120 days after the Lease execution.
20. **Lessee's Issuance of Parking Permits.** The District will issue parking permits to authorized Guests, who have completed an Application for Parking Permit, which application shall include a waiver and release by Applicant of all claims, damages and other costs or liability of any kind as to the District and/or OCR Land, LLC, and their respective officers and directors. The waiver and release language on the Application for Parking Permit shall be set forth in English and Spanish and require signature of the guest applicant.
21. **Governing Law.** This Contract shall be governed by and interpreted in accordance with the laws of the State of California.

22. **Government Code Claim Requirements.** Pursuant to Government Code §930.6, any claim, demand, dispute, disagreement or other matter in controversy asserted by the Lessor against Lessee for money or damages, shall be subject to the provisions of Government Code §§945.4, 945.6 and 946 ("Government Code Claims Process"). An express condition precedent to the Lessor's initiation of any dispute resolution procedures or binding arbitration proceedings pursuant to the following is Lessor's compliance with the Government Code Clams Process, including without limitation, presentation of the claim, demand, dispute, disagreement or other matter in controversy between the Lessor and the Lessee seeking money or damages to the Lessee and acted upon or deemed rejected by the District in accordance with Government Code §900, et seq.
23. **Claims within Small Claims Court Jurisdiction.** The exclusive tribunal for binding resolution of Disputed Claims valued at or less than the then current jurisdictional limits of the Small Claims Court. Venue for any Small Claims Court proceeding shall be the Small Claims Court designated for the geographic area of the Premises.
24. **Marginal Headings; Interpretation.** The titles of the various paragraphs in this Lease Agreement are used for convenience of reference only and are not intended to, and shall in no way, enlarge or diminish the rights or obligations of the Lessee or the Lessor and shall have no effect upon the construction or interpretation of this Lease. The Lease shall be construed as a whole in accordance with their fair meaning and not strictly for or against the Lessor or Lessee.
25. **Cumulative Rights and Remedies; No Waiver.** Duties and obligations imposed by the Lease and rights and remedies available thereunder shall be in addition to and not in lieu of or otherwise a limitation or restriction of duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Lessee or the Lessor shall constitute a waiver of a right or remedy afforded the party under the Lease or at law nor shall such an action or failure to act constitute approval of or acquiescence in a breach hereunder, except as may be specifically agreed in writing.
26. **Severability.** If any provision of the Lease is deemed illegal, invalid, unenforceable and/or void, by a court or any other governmental agency of competent jurisdiction, such provision shall be deemed to be severed and deleted from the Lease, but all remaining provisions hereof, shall in all other respects, continue in full force and effect.
27. **Notices.** Except as otherwise expressly provided for in the Lease, all notices which the Lessee or the Lessor may be required, or may desire, to serve on the other, shall be effective only if delivered by personal delivery or by postage prepaid, First Class Certified Return Receipt Requested United States Mail, addressed to the Lessee or the Lessor at their respective address set forth in the Lease, or such other address(es) as either the Lessee or the Lessor may designate from time to time by written notice to the other in conformity with the provisions hereof. In the event of personal delivery, such notices shall be deemed effective upon delivery, provided that such personal delivery requires a signed receipt by the recipient acknowledging delivery of the same. In the event of mailed notices, such notice shall be deemed effective on the third working day after deposit in the mail.
28. **Limitation on Special/Consequential Damages.** In the event of either party's breach or default of its obligations under the Lease, the damages, if any, recoverable by the other party is limited to general damages directly caused by the breach or default and shall

exclude any and all special or consequential damages, if any. The parties hereby expressly waive and relinquish any recovery of special or consequential damages from one another.

- 29. **Days.** Unless otherwise stated in the Contract, all references to "days" shall be deemed references to calendar days.
- 30. **Time.** Time is of the essence in performance and completion of obligations under the Contract.
- 31. **Provisions Required by the Laws Deemed Inserted.** Provisions required by the Laws to be incorporated into the Lease are deemed incorporated herein and the Lease shall be read and enforced as though such provisions are incorporated herein.
- 32. **Entire Agreement, Applicable Law.** This Lease contains the entire agreement of the parties with respect to the leasing of the Premises and supersedes and replaces all prior negotiations, proposed contracts or amendments, whether written or oral. No representations or agreements not included in this Lease shall be enforceable unless in writing and signed by both parties.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease to be executed by their duly authorized agents as of on the date first written above.

LESSOR
OCR LAND LLC

LESSEE
RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT

By:  3/23/17
Mike Harran
Title: Managing Member

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

Final Revision



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santiago Canyon College – Academic Affairs

| | | |
|---------|--|-------------------------|
| To: | Board of Trustees | Date: December 14, 2020 |
| Re: | Approval of Proposed Revisions for the 2021 - 2022 Santiago Canyon College Catalog and/or 2020 – 2021 Catalog Addendum | |
| Action: | Request for Approval | |

BACKGROUND

The attached memo is a summary of actions taken by the Santiago Canyon College Curriculum and Instruction Council during 2020. It includes new courses, course revisions, course deletions, and other curricula changes that will be reflected in the 2021 - 2022 Santiago Canyon College Catalog and/or 2020 – 2021 College Catalog Addendum.

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve the proposed revisions for the 2021 - 2022 Santiago Canyon College Catalog and/or 2020 – 2021 College Catalog Addendum as presented.

| | | |
|-----------------|---|-------------------------------|
| Fiscal Impact: | None | Board Date: December 14, 2020 |
| Prepared by: | Martin Stringer, Interim Vice President, Academic Affairs Corinna Evett, Chair of the Curriculum and Instruction Council | |
| Submitted by: | Jose F. Vargas, Interim President | |
| Recommended by: | Marvin Martinez, Chancellor | |



CURRICULUM AND INSTRUCTION COUNCIL

DATE: December 14, 2020

TO: Jose F. Vargas, Interim President of Santiago Canyon College

FROM: Corinna Evett, Chair of the Curriculum and Instruction Council
Martin Stringer, Interim Vice President, Academic Affairs

RE: **PROPOSED REVISIONS FOR THE 2020-2021 SANTIAGO CANYON COLLEGE
CATALOG AND/OR 2020-2021 CATALOG ADDENDUM**

The following changes to the 2020-2021 Santiago Canyon College Catalog and/or 2020-2021 Catalog Addendum are proposed by the Curriculum and Instruction Council (CIC) of Santiago Canyon College. All changes to academic policies, courses, and programs are reviewed and approved by departmental curriculum committees before action is taken by the CIC.

Santiago Canyon College's CIC is chaired by Darlene Diaz, Designee of the Academic Senate President. Membership also includes the Vice President of Academic Affairs, 17 faculty representatives (including the Chair of the Committee), an Articulation Officer, a Curriculum Specialist, and a student representative.

The changes initiated at Santiago Canyon College for the 2020-2021 Santiago Canyon College Catalog and/or 2020-2021 Catalog Addendum are:

GENERAL EDUCATION REQUIREMENTS FOR THE ASSOCIATE DEGREE (Plan A)

No changes

GENERAL EDUCATION REQUIREMENTS FOR THE CALIFORNIA STATE UNIVERSITY (Plan B)

No changes

INTERSEGMENTAL GENERAL EDUCATION TRANSFER CURRICULUM (Plan C)

No changes

NEW PROGRAMS, DEGREES, AND CERTIFICATES

(See Attachment #1)

One (1) new program control numbers will be requested from the California Community colleges Chancellor's Office for the upcoming academic year in accordance with California Code of Regulations §55130.

REVISED PROGRAMS, DEGREES, AND CERTIFICATES

(See Attachment #2)

One (1) program was revised because of changes in required or restricted elective courses, advisory committee recommendations, changes in requirements for four year schools, and recommendations from state agencies.

DEACTIVATED PROGRAMS, DEGREES, AND CERTIFICATES

No programs were deactivated.

NEW COURSES

(See Attachment #3)

Three (3) new courses were approved due to new and/or expanded programs or major changes in the discipline.

REVISED COURSES

(See Attachment #4)

One-hundred and fifty-three (153) course revisions were approved which reflected changes in title, units, hours, or content because of changes in requirements for four-year schools and recommendations from advisory committees or state agencies.

HONORS COURSES

(See Attachment #5)

Three (3) honor course revisions were approved which reflected changes in title, units, hours, or content because of changes in requirements for four year schools and recommendations from advisory committees or state agencies.

DEACTIVATED COURSES

(See Attachment #6)

Twenty one (21) courses were deactivated.

DISTANCE EDUCATION OFFERINGS

(See Attachment #7)

Six hundred and fifty-one (651) courses were separately reviewed and approved in accordance with California Code of Regulations §55206. These courses were designed with portions of the instruction, which the instructor and student are separated by distance and interact through the assistance of communication technology in lieu of face-to-face interaction.

CORRESPONDENCE EDUCATION OFFERINGS

(See Attachment #8)

Seventeen (17) courses were separately reviewed and approved in accordance with California Code of Regulations §55206. These courses were designed with portions of the instruction, which the instructor and student are separated by distance and interact through the assistance of communication technology in lieu of face-to-face interaction.

STAND ALONE

No courses were proposed for Stand Alone status.

CC: Craig Rutan, Academic Senate President, Santiago Canyon College
Martin Stringer, Vice-President of Academic Affairs, Santiago Canyon College
Corinna Evett, Chair of the Curriculum and Instruction Council, Santiago Canyon College
Syed Rizvi, Vice-President of Student Services, Santiago Canyon College
Jim Kennedy, Vice-President of Continuing Education, Orange Education Center
Elizabeth Arteaga, Dean of Business and Career Education, Santiago Canyon College
Jennifer Coto, Dean of Counseling and Student Support Services, Santiago Canyon College
Aaron Voelcker, Dean of Institutional Effectiveness, Library & Learning Support, Santiago Canyon College
Joanne Armstrong, Interim Dean of Arts, Humanities and Social Sciences, Santiago Canyon College
Denise Bailey, Interim Dean of Mathematics and Sciences and Athletics Director, Santiago Canyon College
Marilyn Flores, Interim President of Santa Ana College
Jeffrey Lamb, Vice-President of Academic Affairs, Santa Ana College
Monica Zarske, Academic Senate President, Santa Ana College
Brian Sos, Chair of the Curriculum and Instruction Council, Santa Ana College

NEW PROGRAMS, DEGREES, AND CERTIFICATES

Credit

None

Noncredit

Enhanced Advanced ESL Skills, Certificate of Competency

REVISED PROGRAMS, DEGREES, AND CERTIFICATES

Credit

Gender, Sexuality, and Women's Studies, AA

Noncredit

None

NEW COURSES

Credit

Information Studies 100H, Honors Library Research Fundamentals
Real Estate 098, Real Estate Soft Skills
Real Estate 160, Real Estate Soft Skills

Noncredit

REVISED COURSES**Credit**

American Sign Language 113, Introduction to Interpreting for the Deaf
 American Sign Language 116, Introduction to Deaf Studies
 Anthropology 101L, Physical Anthropology Laboratory
 Anthropology 103, Introduction to Archaeology
 Apprenticeship Carpentry 024E, Total Station I
 Apprenticeship Carpentry 025, Welding Fabrication
 Apprenticeship Carpentry 028E, Bridge Falsework
 Apprenticeship Carpentry 029C, Solar Installer Level 1
 Apprenticeship Carpentry 074C, Air, Moisture, and Thermal Barriers
 Apprenticeship Carpentry 082B, S/B Firestop/Fireproofing Procedures
 Apprenticeship Carpentry 083C, Door/Door Frame
 Apprenticeship Carpentry Pile Driver 021, Orientation
 Apprenticeship Carpentry Pile Driver 022, Safety and Health Certifications
 Apprenticeship Carpentry Pile Driver 023, Tool/Equipment Applications
 Apprenticeship Carpentry Pile Driver 024A, Piles and Hammers A
 Apprenticeship Carpentry Pile Driver 024B, Piles and Hammers B
 Apprenticeship Carpentry Pile Driver 026A, Falsework A
 Apprenticeship Carpentry Pile Driver 026B, Falsework B
 Apprenticeship Carpentry Pile Driver 027A, Abutment A
 Apprenticeship Carpentry Pile Driver 027B, Abutment B
 Apprenticeship Carpentry Pile Driver 028A, Bridge and Deck Forms A
 Apprenticeship Carpentry Pile Driver 029A, Structural Welding-AWS A
 Apprenticeship Carpentry Pile Driver 031A, Welding Fabrication A
 Apprenticeship Carpentry Pile Driver 031B, Welding Fabrication B
 Apprenticeship Carpentry Plasterer 032, Plastering Equipment Application
 Apprenticeship Carpentry Plasterer 033, Finish Applications
 Apprenticeship Carpentry Plasterer 034, Theme Plastering
 Apprenticeship Carpentry Plasterer 023, Tool/Equipment Applications
 Apprenticeship Carpentry Plasterer 025, Basic Plastering
 Apprenticeship Carpentry Plasterer 026, Exterior Plastering
 Apprenticeship Carpentry Plasterer 027, Dot and Screed Techniques
 Apprenticeship Carpentry Plasterer 028, Interior Plastering
 Apprenticeship Carpentry Plasterer 029, Tender and Plastering
 Apprenticeship Carpentry Plasterer 030, Exterior Insulation Finish Systems (EIFS)
 Apprenticeship Carpentry Plasterer 031, Ornamental Plastering
 Apprenticeship Electrician 061, Electrical Safety and First Aid
 Apprenticeship Insulator 041, S/B Crew Lead Training
 Apprenticeship Insulator 043, Tool/Equipment Applications
 Apprenticeship Millwright 024, S/B Print Reading
 Apprenticeship Millwright 043, Tool/Equipment Applications
 Apprenticeship Modular Furnishings Installation 031, S/B Modular Pre-Cut Glass: Handling and Installation
 Apprenticeship Modular Furnishings Installation 034, Solid Surface and Stone Countertops
 Apprenticeship Operating Engineers 011, Construction Safety Inspector Apprentice 1
 Apprenticeship Operating Engineers 012, Construction Safety Inspector Apprentice 2
 Apprenticeship Operating Engineers 013, Construction Safety Inspector Apprentice 3
 Apprenticeship Operating Engineers 014, Construction Safety Inspector Apprentice 4

REVISED COURSES (Continued)**Credit**

Apprenticeship Operating Engineers 015, Construction Safety Inspector Apprentice 5
 Apprenticeship Operating Engineers 016, Construction Safety Inspector Apprentice 6
 Apprenticeship Operating Engineers 041, Introduction to Apprenticeship
 Apprenticeship Operating Engineers 080, Structural Concrete Plan Reading
 Apprenticeship Operating Engineers 081, Structural Reinforced Concrete for Inspectors
 Apprenticeship Surveying 121, Plane Surveying and Coordinate Geometry
 Apprenticeship Surveying 122, Advanced Coordinate Geometry
 Apprenticeship Surveying 123, Laptop Surveying/Aerial Photogrammetry
 Apprenticeship Surveying 124, Plan Reading and Subdivision Surveying
 Art 128, Introduction to Illustration
 Art 228, Intermediate Illustration
 Biology 109L, Fundamentals of Biology Laboratory
 Business 090, Principles of Project Management
 Chemistry 100, Introductory Chemistry
 Chinese 101, Elementary Chinese I
 Chinese 102, Elementary Chinese II
 Communication 111, Argumentation and Debate
 Cosmetology 050, Manicuring
 Cosmetology 050, Manicuring
 Cosmetology 070, Barbering
 Earth Sciences 212, San Andreas Fault System Geology Field Study
 Earth Sciences 214, Orange County Geology Field Study
 French 101, Elementary French I
 French 102, Elementary French II
 French 201, Intermediate French
 French 202, Intermediate French II
 Gemology 011, Introductory Colored Stones
 Gemology 012, Advanced Colored Stones
 Gemology 015, Colored Stones and Diamond Lab
 Gemology 020, Diamonds
 Gemology 030, Antique and Period Jewelry
 Gemology 050, Pearls
 History 101, World Civilizations to the 16th Century
 History 101H, Honors World Civilizations to the 16th Century
 History 120, The United States to 1877
 History 120H, Honors The United States to 1877
 History 121, The United States Since 1865
 History 121H, Honors The United States Since 1865
 History 126, United States since 1945
 Italian 101, Elementary Italian I
 Italian 102, Elementary Italian II
 Italian 194, Conversation and Composition
 Italian 195, Advanced Conversational Italian
 Italian 201, Intermediate Italian I
 Italian 202, Intermediate Italian II
 Mathematics 185, Single Variable Calculus II

REVISED COURSES (Continued)**Credit**

Mathematics 203, Fundamental Concepts of Elementary Mathematics
 Nutrition 115, Nutrition
 Psychology 230, Psychology of Adjustment
 Public Works 061, Plan Interpretation and Cost Estimating
 Public Works 080, Principles of Project Management
 Public Works 199, Cooperative Work Experience Education
 Water Utility Science 050, Water Mathematics and Hydraulics
 Water Utility Science 052, Water Conservation Practitioner
 Water Utility Science 062, Advanced Water Distribution
 Water Utility Science 064, Pumps and Pumping
 Water Utility Science 065, Backflow Prevention Devices
 Water Utility Science 072, Advanced Water Treatment
 Water Utility Science 073, Water Quality
 Water Utility Science 082, Advanced Wastewater Treatment
 Water Utility Science 083, Collection Systems
 Water Utility Science 085, Water Reclamation and Reuse
 Accounting 101, Financial Accounting
 Accounting 102, Managerial Accounting
 Accounting 204, Managerial Cost Accounting
 Accounting 205, Intermediate Accounting I
 Business 100, Fundamentals of Business
 Business 120, Principles of Management
 Business 121, Human Relations and Organizational Behavior
 Business 130, Personal Finance
 Business 170, Principles of Small Business Management
 Business 171, Business Plan for Small Business
 Cinema Studies 103, History of Film to 1945
 Computer Science 120, Introduction to Programming
 Computer Science 121, Programming Concepts
 Computer Science 122, Programming Concepts and Methodology I
 Computer Science 132, Programming Concepts and Methodology II
 Computer Science 154, Computer Architecture and Organization
 Geography 101, Introduction to the Natural Environment
 Geography 101L, Introduction to the Natural Environment Laboratory
 Management 123, Supervision
 Management 135, Human Resource Management
 Marketing 112, Principles of Advertising
 Marketing 113, Principles of Marketing
 Marketing 114, Professional Selling
 Marketing 115, Consumer Behavior
 Marketing 135, Web Marketing and Promotion
 Marketing 172, Small Business Marketing and Advertising
 Psychology 157, Introduction to Child Psychology
 Real Estate 102, Real Estate Principles
 Real Estate 103, Legal Aspects of Real Estate
 Real Estate 105, Real Estate Practice

REVISED COURSES (Continued)

Credit

Real Estate 106, Real Estate Finance
Real Estate 110, Real Estate Economics
Real Estate 112, Real Property Management
Real Estate 114, Appraisal Principles and Procedures
Real Estate 116, Residential Real Estate Appraisal
Real Estate 117, Residential Report Writing and Case Studies
Real Estate 153, Real Estate License Preparation

Noncredit

High School Subjects: English 052, English Language Arts 1
High School Subjects: English 053, English Language Arts 2
High School Subjects: English 201, Survey of English Level 1
High School Subjects: English 202, Survey of English Level 2
High School Subjects: English 203, Survey of English Level 3
High School Subjects: English 204, Survey of English Level 4
Parent Education 532, Effective Parenting
Parent Education 544, Preparation for Childbirth

HONORS COURSES

Credit

History 101H, Honors World Civilizations to the 16th Century

History 120H, Honors The United States to 1877

History 121H, Honors The United States Since 1865

Noncredit

None

DEACTIVATED COURSES

Credit

American Sign Language 114, Classifiers, Fingerspelling, and Numbering
Apprenticeship Millwright 038, Concentrated Photovoltaic Installations
Apprenticeship Millwright 040, Wind Turbine Installations
Electrician 080, Electrical Safety and First Aid
Electrician 081, Codeology
Electrician 082, NEC Study Level 1
Electrician 083, Code Calculations
Electrician 084, Math Skills for the Electrician
Kinesiology 120A, Basic Aerobics
Kinesiology 120B, Intermediate Aerobics
Kinesiology 123A, Basic Stretch, Flex, and Tone
Kinesiology 123B, Intermediate Stretch, Flex, and Tone
Kinesiology 146A, Basic Strength Training
Kinesiology 147, Strength Training for Women
Kinesiology 265, Golf Team- Men
Kinesiology 267, Golf Team- Off Season
Water Utility Science 091, Cross Connection Control Specialist

Noncredit

English as a Second Language 399, ESL Literacy
English as a Second Language 410, Beginning ESL 1
English as a Second Language 420, Beginning ESL 2
Older Adults 894, Physical Fitness for Older Adults

DISTANCE EDUCATION OFFERINGS**Credit**

Accounting 101, Financial Accounting
 Accounting 102, Managerial Accounting
 Accounting 204, Managerial Cost Accounting
 Accounting 205, Intermediate Accounting I
 American Sign Language 113, Introduction to Interpreting for the Deaf
 American Sign Language 116, Introduction to Deaf Studies
 Anthropology 101L, Physical Anthropology Laboratory
 Anthropology 103, Introduction to Archaeology
 Apprenticeship Operating Engineers 041, Introduction to Apprenticeship
 Art 128, Introduction to Illustration
 Art 228, Intermediate Illustration
 Biology 109L, Fundamentals of Biology Laboratory
 Business 090, Principles of Project Management
 Business 100, Fundamentals of Business
 Business 120, Principles of Management
 Business 121, Human Relations and Organizational Behavior
 Business 130, Personal Finance
 Business 170, Principles of Small Business Management
 Business 171, Business Plan for Small Business
 Chinese 101, Elementary Chinese I
 Chinese 102, Elementary Chinese II
 Cinema Studies 103, History of Film to 1945
 Computer Science 120, Introduction to Programming
 Computer Science 121, Programming Concepts
 Computer Science 122, Programming Concepts and Methodology I
 Computer Science 132, Programming Concepts and Methodology II
 Computer Science 154, Computer Architecture and Organization
 French 101, Elementary French I
 French 102, Elementary French II
 French 201, Intermediate French
 French 202, Intermediate French II
 Geography 101, Introduction to the Natural Environment
 Geography 101L, Introduction to the Natural Environment Laboratory
 History 101, World Civilizations to the 16th Century
 History 120, The United States to 1877
 History 121, The United States Since 1865
 History 126, United States since 1945
 Italian 101, Elementary Italian I
 Italian 102, Elementary Italian II
 Italian 194, Conversation and Composition
 Italian 195, Advanced Conversational Italian
 Italian 201, Intermediate Italian I
 Italian 202, Intermediate Italian II
 Management 123, Supervision
 Management 135, Human Resource Management
 Marketing 112, Principles of Advertising

DISTANCE EDUCATION OFFERINGS (Continued)**Credit**

Marketing 113, Principles of Marketing
 Marketing 114, Professional Selling
 Marketing 115, Consumer Behavior
 Marketing 135, Web Marketing and Promotion
 Marketing 172, Small Business Marketing and Advertising
 Mathematics 203, Fundamental Concepts of Elementary Mathematics
 Psychology 157, Introduction to Child Psychology
 Psychology 230, Psychology of Adjustment
 Public Works 061, Plan Interpretation and Cost Estimating
 Public Works 080, Principles of Project Management
 Real Estate 098, Real Estate Soft Skills
 Real Estate 102, Real Estate Principles
 Real Estate 103, Legal Aspects of Real Estate
 Real Estate 105, Real Estate Practice
 Real Estate 106, Real Estate Finance
 Real Estate 110, Real Estate Economics
 Real Estate 112, Real Property Management
 Real Estate 114, Appraisal Principles and Procedures
 Real Estate 116, Residential Real Estate Appraisal
 Real Estate 117, Residential Report Writing and Case Studies
 Real Estate 153, Real Estate License Preparation
 Real Estate 160, Real Estate Soft Skills
 Water Utility Science 050, Water Mathematics and Hydraulics
 Water Utility Science 052, Water Conservation Practitioner
 Water Utility Science 062, Advanced Water Distribution
 Water Utility Science 064, Pumps and Pumping
 Water Utility Science 065, Backflow Prevention Devices
 Water Utility Science 072, Advanced Water Treatment
 Water Utility Science 073, Water Quality
 Water Utility Science 082, Advanced Wastewater Treatment
 Water Utility Science 083, Collection Systems
 Water Utility Science 085, Water Reclamation and Reuse

Noncredit

High School Subjects: English 052, English Language Arts 1
 High School Subjects: English 053, English Language Arts 2
 High School Subjects: English 201, Survey of English Level 1
 High School Subjects: English 202, Survey of English Level 2
 High School Subjects: English 203, Survey of English Level 3
 High School Subjects: English 204, Survey of English Level 4
 Parent Education 532, Effective Parenting

DISTANCE EDUCATION OFFERINGS (Continued)**Distance Education – Modified DEA Process**

| | |
|-----------|---|
| ABE009 | Academic Skills |
| ABE010 | Money Matters: Financial Literacy |
| ABE011 | Native Language Basic Skills for Adults |
| ABE023 | Adult Basic Education Reading |
| ABE025 | Adult Basic Education Mathematics |
| ABE026 | Adult Basic Education Spelling |
| ACA 002B | Slabs/Interior-Exterior Footings |
| ACA 003A | Tilt-Up Introduction |
| ACA 004A | Lifting, and Bracing Safety |
| ACA 004B | Poured-in-Place Wall Forms |
| ACA 004C | Print Reading |
| ACA 005A | Wall-Column Forms/Cutting and Burning |
| ACA 005B | Site Work/Curb and Gutter |
| ACA 005C | Specialized Forms and Rigging |
| ACA 021A | Orientation |
| ACA 021B | Safety and Health Certifications |
| ACA 021C | Basic Wall Framing |
| ACA 021E | Tool/Equipment Applications |
| ACA 022A | Commercial Floor Framing |
| ACA 022B | Basic Stairs |
| ACA 022D | Exterior Finish Details |
| ACA 022E | Commercial Roof Framing |
| ACA 023B | Basic Roof Framing |
| ACA 023C | Advanced Roof Framing |
| ACA 024A | Basic Commercial Framing |
| ACA 024B | Advanced Commercial Framing |
| ACA 024C | Panelized Roofing |
| ACA 024D | Transit Level/Laser |
| ACA 024E | Total Station I |
| ACA 025 | Welding Fabrication |
| ACA 025A | Foundations and Flatwork |
| ACA 025C | Advanced Stairs |
| ACA 025D | Advanced Print Reading |
| ACA 026A | Tilt-Up Panel Construction |
| ACA 026B | Wall Forming |
| ACA 026C | Gang Forms/Columns |
| ACA 026D | Abutments |
| ACA 027C | Beam and Deck Forming |
| ACA 027D | Stairs and Ramp Forming |
| ACA 028A | Bridge Construction |
| ACA 028C | Intermediate Commercial Framing |
| ACA 028E | Bridge Falsework |
| ACA 029A | Rigging |
| ACA 029BJ | Rigging Qualification Studies - Journeyworker |
| ACA 029C | Solar Installer Level 1 |
| ACA 030A | Standard First Aid |

DISTANCE EDUCATION OFFERINGS (Continued)**Distance Education – Modified DEA Process**

| | |
|-----------|--|
| ACA 033A | Cabinet Millwork and Assembly |
| ACA 033B | Cabinet Installation |
| ACA 033C | Show Case/Loose Store Fixtures |
| ACA 033D | Molding and Trims |
| ACA 034A | Plastic Laminates |
| ACA 034B | Solid and Stone Surfaces |
| ACA 034C | Stair Trim |
| ACA 034D | Doors and Door Hardware |
| ACA 035C | Exit and Electrical Security Devices |
| ACA 040CJ | Scaffold Erector, Standard 40 Hour - Journeyworker |
| ACA 040EJ | Scaffold Erector, Systems Scaffold - Journeyworker |
| ACA 041A | Powered Industrial Truck Operator - Rough Terrain |
| ACA 041B | Powered Industrial Truck Operator - Industrial Terrain |
| ACA 061A | Acoustical Ceilings |
| ACA 061B | Advanced Acoustical Ceiling Layout |
| ACA 061C | Advanced Acoustical Ceiling Installation |
| ACA 062 | Standard Acoustical Grids |
| ACA 063 | Suspended Ceilings |
| ACA 064 | Acoustical Soffits |
| ACA 065 | Prefab/Sound Panels |
| ACA 066 | Concealed/Glue-Up/Staple-Up Systems |
| ACA 067 | Designer and Specialty Trims |
| ACA 068 | Metal Pan and Security Systems |
| ACA 071A | Orientation |
| ACA 071B | Safety and Health Certifications |
| ACA 071C | Tool/Equipment Applications |
| ACA 072A | Basic Metal Framing |
| ACA 072B | Basic Lathing |
| ACA 072C | Advanced Lathing |
| ACA 073A | Framing Ceilings and Soffits |
| ACA 073B | Framing Suspended Ceilings |
| ACA 073C | Framing Curves and Arches |
| ACA 074A | Print Reading |
| ACA 074B | Advanced Print Reading |
| ACA 074C | Air, Moisture and Thermal Barrier |
| ACA 075A | Light Gage Welding AWS - A |
| ACA 075B | Light Gage Welding LAC |
| ACA 075C | Light Gage Welding AWS - B |
| ACA 076A | Basic Hand Finishing |
| ACA 076B | Automatic Finishing Tools |
| ACA 077A | Drywall Installation/Finish Trims |
| ACA 077B | Advanced Hand Finishing |
| ACA 077C | Advanced Automatic Finishing Tools |
| ACA 078B | Advanced Metal Framing |
| ACA 078C | Wet Wall Finishes |

DISTANCE EDUCATION OFFERINGS (Continued)**Distance Education – Modified DEA Process**

| | |
|----------|---|
| ACA 078D | Ceiling and Soffit Finishing |
| ACA 079A | Drywall/Acoustical Ceilings |
| ACA 079C | Drywall Applications |
| ACA 079D | Drywall Applications |
| ACA 082B | Firestopping Procedures |
| ACA 082C | Decorative Trims and Textures |
| ACA 083 | Door/Door Frames |
| ACA 083C | Doors/Door Frame |
| ACA 086A | Exterior Insulation Finish Systems (EIFS) |
| ACA 089 | Freeform Lathing |
| ACA 090 | Residential Steel Stud Framing |
| ACA 094J | Confined Space - Journeyworker |
| ACA 095 | Water Treatment Facilities |
| ACE 104 | Academic Reading and Writing 1 |
| ACE 106 | Academic Reading and Writing 2 |
| ACE 116 | Introduction to Academic Composition |
| ACPD021 | Orientation |
| ACPD022 | Safety and Health Certifications |
| ACPD023 | Tool/Equipment Applications |
| ACPD024A | Piles and Hammers A |
| ACPD024B | Piles and Hammers B |
| ACPD026A | Falsework A |
| ACPD026B | Falsework B |
| ACPD027A | Abutment A |
| ACPD027B | Abutment B |
| ACPD028A | Bridge and Deck Forms A |
| ACPD028B | Bridge and Deck Forms B |
| ACPD029A | Structural WeldingAWS A |
| ACPD029B | Structural WeldingAWS B |
| ACPD030 | Print Reading |
| ACPD031A | Welding Fabrication A |
| ACPD031B | Welding Fabrication B |
| ACPL023 | Tool/Equipment Applications |
| ACPL025 | Basic Plastering |
| ACPL026 | Exterior Plastering |
| ACPL027 | Dot and Screed Techniques |
| ACPL028 | Interior Plastering |
| ACPL029 | Tender and Plastering Equipment |
| ACPL030 | Exterior Insulation Finish Systems (EIFS) |
| ACPL031 | Ornamental Plastering |
| ACPL032 | Plastering Equipment Application |
| ACPL033 | Finish Applications |
| ACPL034 | Theme Plastering |
| AIN021 | Orientation |
| AIN022 | Safety and Health Certifications |
| AIN023 | Insulation Basics |

DISTANCE EDUCATION OFFERINGS (Continued)**Distance Education – Modified DEA Process**

| | |
|---------|--|
| AIN024 | Construction Methods |
| AIN025A | Print Reading |
| AIN025B | Advanced Print Reading |
| AIN026 | Sound Control and Weatherstripping |
| AIN027 | Flexible Foam Insulation |
| AIN031 | Green Building and Weatherization |
| AIN032 | Specialty Insulation |
| AIN033 | Energy Audit |
| AIN034 | Firestop/Fireproofing Procedures |
| AIN035 | Infiltration and Moisture Control |
| AIN036 | Loose Fill and Spray Insulation |
| AIN037 | Rigid Foam and Cellular Glass Insulation Installations |
| AIN041 | Supervisory Training |
| AIN043 | Tool/Equipment Applications |
| AMF021 | Orientation |
| AMF022 | Safety and Health Certifications |
| AMF023 | Modular Cabinets, Doors and Drawers |
| AMF023C | Tool/Equipment Applications |
| AMF024 | Introduction to Modular Furnishing |
| AMF025 | Educational and Seismic Installations |
| AMF026 | Hospital Modular Installations |
| AMF029 | Wall and Overhead Attachments |
| AMF030 | Crew Lead Customer Service Training |
| AMF031 | Modular Glass: Handling and Installation |
| AMF032 | Basic Framing and RetroFits |
| AMF034 | Solid Surface and Stone Countertops |
| AMW021 | Orientation |
| AMW022 | Safety and Health Certifications |
| AMW023A | Millwright General Skills A |
| AMW023B | Millwright General Skills B |
| AMW024 | Printreading |
| AMW025 | Welding Fabrication |
| AMW026 | Cutting and Burning |
| AMW027 | Optics and Machinery Alignment |
| AMW028 | Machinery Shaft Alignment |
| AMW029A | Structural Welding AWS A |
| AMW029B | Structural Welding AWS B |
| AMW030 | Rigging Hardware and Procedures |
| AMW031 | Turbine Familiarization |
| AMW032 | Pumps |
| AMW033 | Conveyor Systems |
| AMW034 | Drives, Pulleys and Belts |
| AMW036A | Machinery Installation and Erection A |
| AMW036B | Machinery Installation and Erection B |
| AMW037 | Turbine Maintenance |
| AMW038 | Concentrated Photovoltaic Installations |

DISTANCE EDUCATION OFFERINGS (Continued)**Distance Education – Modified DEA Process**

| | |
|----------|---|
| AMW039 | Compressor Theory and Maintenance |
| AMW040 | Wind Turbine Installations |
| AMW043 | Tool/Equipment Applications |
| AMW051 | Solar Installer Level 1 |
| AOE 021 | Plant Equipment Operator 1 |
| AOE 022 | Plant Equipment Operator 2 aka (OETT Welding) |
| AOE 023 | Plant Equipment Operator 3 aka (Conveyors, Screens, and Crushers) |
| AOE 024 | Plant Equipment Operator 4 aka (Electrical, Pneumatics, and Hydraulics) |
| AOE 025 | Plant Equipment Operator 5 aka (BEO 3 or AEO 5 Equipment Operations) |
| AOE 026 | Plant Equipment Operator 6 |
| AOE 031 | Heavy Duty Repairer 1 |
| AOE 032 | Heavy Duty Repairer 2 aka (OETT Welding) |
| AOE 033 | Hydraulics |
| AOE 034 | Advanced Hydraulics |
| AOE 035 | Heavy Duty Repairer 5 aka (OETT Engines) |
| AOE 036 | Disassembly and Assembly aka (OETT Electrical and Electronics) |
| AOE 071A | Reinforced Concrete |
| AOE 072A | Prestressed Concrete |
| AOE 073A | Structural Steel Welding (S2) |
| AOE 074A | Structural Masonry |
| AOE 077A | ICC Soils Special Inspector |
| ART 100 | Introduction to Art Concepts |
| ART 100H | Honors Introduction to Art Concepts |
| ART 101 | Survey of Western Art 1: Prehistoric through Middle Ages |
| ART 101H | Honors Survey of Western Art 1: Prehistoric through Middle Ages |
| ART 102 | Survey of Western Art 2: Renaissance through the Twentieth Century |
| ART 102H | Honors Survey of Western Art 2: Renaissance through the Twentieth Century |
| ART 110 | TwoDimensional Design |
| ART 111 | ThreeDimensional Design |
| ART 122 | Graphic Design I |
| ART 129 | Introduction to Web Design (currently has a hybrid DEA) |
| ART 130 | Introduction to Drawing |
| ART 131 | Beginning Life Drawing |
| ART 141 | Beginning Painting |
| ART 149 | Introduction to Digital Photography |
| ART 159 | Introduction to Mobile Application Development and Design |
| ART 195 | Introduction to Digital Media Arts |
| ART 221 | Graphic Design II |
| ART 229 | Multimedia Applications for the Web (currently has a hybrid DEA) |
| ART 230 | Intermediate Drawing |
| ART 231 | Intermediate Life Drawing |
| ART 232 | Advanced Life Drawing |
| ART 233 | Advanced Drawing |
| ART 241 | Intermediate Painting |
| ART 242 | Advanced Painting |
| ART 249 | Intermediate Digital Photography |

DISTANCE EDUCATION OFFERINGS (Continued)**Distance Education – Modified DEA Process**

| | |
|-----------|---|
| ART 250 | Advanced Studio Concepts |
| ART 259 | Advanced Mobile Application Development and Design |
| ASTR 100L | Astronomy Laboratory |
| ASV 101 | Chainman Apprentice 1 |
| ASV 102 | Chainman Apprentice 2 |
| ASV 103 | Chainman Apprentice 3 |
| ASV 104 | Chainman Apprentice 4 |
| ASV 105 | Chainman Apprentice 5 |
| BIOL 115 | Concepts in Biology |
| BIOL 139 | Health Microbiology |
| BIOL 191 | Biotechnology A: Basic Lab Skills |
| BIOL 192 | Biotechnology B: Proteins |
| BIOL 193 | Biotechnology C: Nucleic Acids |
| BIOL 194 | Quality and Regulatory Compliance in Biosciences |
| BIOL 197 | Science, Technology, Engineering, and Mathematics (STEM) Internship |
| BIOL 202 | Cell Culture Techniques |
| BIOL 211 | Cellular and Molecular Biology |
| BIOL 221 | Animal Diversity and Evolution |
| BIOL 229 | General Microbiology |
| BIOL 231 | Plant Diversity and Ecology |
| BIOL 239 | General Human Anatomy |
| BIOL 249 | Human Physiology |
| BIOL 290 | Biochemistry and Molecular Biology |
| BIOL 97 | Introduction to Work Experience |
| CMPR 105 | Visual BASIC Programming |
| CMPR 112 | Java Programming |
| CMPR 129 | Introduction to Computer Organization |
| CMPR 131 | Data Structures Concepts |
| CMPR 149 | Discrete Structures for Computer Science |
| CMPR 157 | Introduction to Robotics |
| CMPR 213 | C# Programming |
| CNSL 101 | Educational, Personal, Cultural, and Career Exploration |
| CNSL 118 | Self Exploration and the Teaching Profession |
| CNSL 152 | Philosophy of Helping |
| CNSL 160 | Fieldwork Experience for the Helping Professions |
| COMM 120 | Intercultural Communication |
| ECON 101 | Microeconomics |
| ECON 102 | Macroeconomics |
| ENGL 099 | Introduction to Composition with Integrated Support |
| ENGL 100 | Freshman Composition with Integrated Support |
| ENGL 101 | Freshman Composition |
| ENGL 102 | Literature and Composition |
| ENGL 103 | Critical Thinking and Writing |
| GEM 011 | Introductory Colored Stones |
| GEM 012 | Advanced Colored Stones |
| GEM 015 | Colored Stones and Diamond Lab |

DISTANCE EDUCATION OFFERINGS (Continued)**Distance Education – Modified DEA Process**

| | |
|----------|--|
| GEM 020 | Diamonds |
| GEM 030 | Antique and Period Jewelry |
| GEM 050 | Pearls |
| HIST 122 | American HistoryDynamics of Change |
| HIST 124 | MexicanAmerican History in the United States |
| HIST 152 | Latin American History |
| HSART845 | Drawing and Painting 1 |
| HSART846 | Drawing and Painting 2 |
| HSENG030 | AP English 1A |
| HSENG050 | English Through Literature 11B |
| HSENG051 | English Through Literature 12B |
| HSENG063 | English Through Literature 11A |
| HSENG064 | English Through Literature 12A |
| HSENG068 | English Fundamentals 4 |
| HSENG085 | Composition 3 |
| HSGED031 | GED Test Preparation |
| HSMTH101 | Introduction to Calculus 1A |
| HSMTH102 | Introduction to Calculus 1B |
| HSMTH103 | Math Study Skills Support 1A |
| HSMTH104 | Math Study Skills Support 1B |
| HSMTH120 | Integrated Math 1A |
| HSMTH121 | Integrated Math 1B |
| HSMTH122 | Integrated Math 2A |
| HSMTH123 | Integrated Math 2B |
| HSMTH124 | Integrated Math 3A |
| HSMTH125 | Integrated Math 3B |
| HSMTH154 | PreAlgebra A |
| HSMTH155 | PreAlgebra B |
| HSMTH156 | Essential Mathematics 1 |
| HSMTH157 | Essential Mathematics 2 |
| HSMTH161 | Introduction to Trigonometry 1A |
| HSMTH165 | Algebra 2A |
| HSMTH166 | Algebra 2B |
| HSMTH167 | Geometry A |
| HSMTH168 | Geometry B |
| HSMTH176 | College Prep Algebra 1A |
| HSMTH177 | College Prep Algebra 1B |
| HSOTH040 | Introduction to Academic Pathways and Programs |
| HSOTH050 | Basics of Leadership Part 1 |
| HSOTH202 | Basics of Leadership Part 2 |
| HSOTH505 | Spanish 2A |
| HSOTH510 | Spanish 2B |
| HSOTH513 | Spanish 4A |
| HSOTH514 | Spanish 4B |
| HSRDG089 | Reading Proficiency Development |
| HSRDG090 | Reading Improvement |

DISTANCE EDUCATION OFFERINGS (Continued)**Distance Education – Modified DEA Process**

| | |
|----------|--------------------------------------|
| HSRDG093 | Building Reading Skills 1 |
| HSRDG094 | Building Reading Skills 2 |
| HSS338 | Workforce Preparation |
| HSS400 | HiSet Prep |
| HSS770 | Orientation to College |
| HSSCI100 | Chemistry 1B |
| HSSCI182 | Physiology 1A |
| HSSCI183 | Physiology 1B |
| HSSCI184 | Chemistry 1A |
| HSSCI192 | Basic Science 1 |
| HSSCI193 | Basic Science 2 |
| HSSCI196 | Health Science |
| HSSOC216 | World Cultures 1A |
| HSSOC217 | World Cultures 1B |
| KIN 100 | Introduction to Kinesiology esiology |
| KIN 102 | Nutrition and Fitness |
| KIN 104 | Healthful Living |
| KIN 109 | Sport in US Society |
| KIN 110 | Women's Health Issues |
| KIN 111 | Sports Psychology |
| KIN 119 | Personal Fitness Evaluation |
| KIN 121A | Basic Step Aerobics |
| KIN 125A | Basic Cardio Kickboxing |
| KIN 125B | Intermediate Cardio Kickboxing |
| KIN 126A | Basic Spin |
| KIN 126B | Intermediate Spin |
| KIN 127A | Basic Yoga |
| KIN 127B | Intermediate Yoga |
| KIN 127C | Advanced Yoga |
| KIN 128A | Basic Tai Chi |
| KIN 140A | Basic Circuit Weight Training |
| KIN 140B | Intermediate Circuit Weight Training |
| KIN 140C | Advanced Circuit Weight Training |
| KIN 160A | Basic Basketball |
| KIN 160B | Intermediate Basketball |
| KIN 163A | Basic Indoor Soccer |
| KIN 168A | Basic Volleyball |
| KIN 168B | Intermediate Volleyball |
| KIN 185 | Basic Swimming |
| KIN 185B | Intermediate Swimming |
| KIN 185C | Advanced Swimming |
| KIN 200 | Conditioning for AthletesMen |
| KIN 201 | Conditioning for AthletesCoEd |
| KIN 202 | Conditioning for AthletesWomen |
| KIN 203 | Speed and AgilityMen |
| KIN 204 | Speed and AgilityWomen |

DISTANCE EDUCATION OFFERINGS (Continued)**Distance Education – Modified DEA Process**

| | |
|------------|---|
| KIN 240 | Basketball Team Men |
| KIN 241 | Basketball Team Women |
| KIN 242 | Basketball Team OffSeason Men |
| KIN 245 | Volleyball Team Men |
| KIN 246 | Volleyball Team Women |
| KIN 247 | Volleyball Team OffSeason Men |
| KIN 248 | Volleyball Team OffSeason Women |
| KIN 255 | Cross Country TeamMen |
| KIN 256 | Cross Country TeamWomen |
| KIN 257 | Cross Country TeamOff Season |
| KIN 270 | Soccer Team Men |
| KIN 271 | Soccer Team Women |
| KIN 272 | Soccer Team Off SeasonMen |
| KIN 273 | Soccer Team Off SeasonWomen |
| KIN 274 | Theory of Soccer |
| KIN 281 | Softball TeamWomen |
| KIN 283 | Softball Team Off SeasonWomen |
| KIN 284 | Theory of Softball |
| MATH 080 | Intermediate Algebra |
| MATH 085 | Intermediate Algebra with Integrated Support |
| MATH 086 | Intermediate Algebra for Statistics and Liberal Arts |
| MATH 105 | Mathematics for Liberal Arts Students |
| MATH 140 | College Algebra |
| MATH 150 | Calculus for Biological, Management, and Social Sciences |
| MATH 170 | PreCalculus Mathematics |
| MATH 171 | Precalculus and Trigonometry |
| MATH 180 | Single Variable Calculus I |
| MATH 185 | Single Variable Calculus II |
| MATH 199 | Mathematics Independent Study |
| MATH 203 | Fundamental Concepts of Elementary Mathematics |
| MATH 219 | Statistics and Probability |
| MATH 220 | Statistics and Probability with Integrated Review |
| MATH 280 | Intermediate Calculus |
| MATH 287 | Introduction to Linear Algebra and Differential Equations |
| MATH 290 | Linear Algebra |
| MATH 295 | Differential Equations |
| MATH N40 | Intermediate Algebra Support Course |
| MATH N41 | Precalculus Support Course |
| MATH N43 | Statistics and Probability Support Course |
| MATH N73L | Math Review |
| MATHCE 100 | Math Study Skills and Basic Skills Support |
| MUS102 | World Music |
| MUS103 | Jazz in America |
| NUTR 115 | Nutrition |
| NUTR 120 | Food and Culture |
| OAP 200 | Health and Wellness |

DISTANCE EDUCATION OFFERINGS (Continued)**Distance Education – Modified DEA Process**

| | |
|------------|--|
| OAP 457 | Music Arts for Older Adults |
| OAP 518 | Creative Cooking for Older Adults |
| OAP 800 | Introduction to Keyboard, Basic Windows and Nvavigating the Internet |
| OAP 802 | Seminar for Older Adults |
| OAP 823 | Manipulative Skills for Older Adults |
| PBLC 050 | Fundamentals of Public Works |
| PBLC 051 | Infrastructure Construction and Maintenance |
| PBLC 063 | Construction Materials and Testing |
| PBLC 067 | Environmental Management |
| PBLC 068 | Fundamentals of Stormwater Management |
| PBLC 069 | Green Infrastructure Construction |
| PBLC 070 | Construction Inspection |
| PBLC 074 | Contract Administration |
| PBLC 086 | Basic Code Enforcement Officer Module 1 |
| PBLC 086 | Basic Code Enforcement Officer Module 1 |
| PBLC 087 | Intermediate Code Enforcement Officer Module 2 |
| PBLC 087 | Intermediate Code Enforcement Officer Module 2 |
| PBLC 088 | Advanced Code Enforcement Officer Module 3 |
| PBLC 088 | Advanced Code Enforcement Officer Module 3 |
| PBLC 089 | Code Enforcement Officer Supervision Module 4 |
| PBLC 089 | Code Enforcement OfficerSupervision Module 4 |
| PBLC 199 | Cooperative Work Experience Education |
| PHYS 150A | Introductory Physics I (converting current hybrid DEA to 100% online) |
| PHYS 150AC | Introductory Physics I Calculus |
| PHYS 150B | Introductory Physics II (converting current hybrid DEA to 100% online) |
| PHYS 150BC | Introductory Physics II Calculus |
| PHYS 250A | Physics for Scientists and Engineers I |
| PHYS 250B | Physics for Scientists and Engineers II |
| PHYS 250C | Physics for Scientists and Engineers III |
| PSC 100 | 100 Survey of Chemistry and Physics |
| SPAN 110 | Spanish for Spanish Speakers 1 |
| SPAN 111 | Spanish for Spanish Speakers 2 |
| SPAN 115 | Practical Communication in Spanish for Teachers |
| SPAN 194 | Beginning Conversational Spanish |
| SPAN 195A | Advanced Conversational Spanish |
| SPAN 195B | Advanced Conversational Spanish |
| SPAN 213 | College Spanish Composition |
| VBUS 130 | Introduction to 3D Printing |
| VBUS 140 | Introduction to Google Applications for Work |
| VMED 010 | Overview of the Nursing Assistant Training Program |
| VMED 011 | Certified Nursing Assistant (CNA) Training |
| VMED 020 | Overview of the Medical Assistant Training Program |
| VMED 021 | Medical Terminology for Medical Assistants |
| VMED 022 | Business Procedures for Medical Assistants |
| VMED 023 | Body Systems for Medical Assistants |
| VMED 024 | Human Diseases and Disorders for Medical Assistants |

DISTANCE EDUCATION OFFERINGS (Continued)

Distance Education – Modified DEA Process

| | |
|----------|---|
| VMED 025 | Clinical Procedures for Medical Assistants |
| VMED 026 | Surgical Assisting for Medical Assistants |
| VMED 027 | Externship for Medical Assistants |
| VMED 060 | Overview of the Home Health Aide Training Program |
| VMED 061 | Home Health Aide (HHA) Training |
| VMED 071 | Acute Care Practice for Nurse Assistants |
| WATR 074 | Water Quality Laboratory Analysis |

DISTANCE EDUCATION OFFERINGS (Continued)**Distance Education – Modified DEA process (Emergency Only)**

| | |
|------------|--|
| CHEM 100 | Introduction Chemistry |
| CHEM 200A | First sem General Chemistry |
| CHEM 200AH | First sem General Chemistry |
| CHEM 200B | second sem General Chemistry |
| CHEM 280A | First sem Organic Chemistry |
| CHEM 280B | Second sem Organic Chemistry |
| COMM 100H | Honors Introduction to Interpersonal Communications |
| COMM 101 | Group Dynamics |
| COMM 120H | Honors Intercultural Communication |
| COMM 134 | Oral Interpretation |
| COMM 135 | Reader's Theater |
| COMM 225 | Gender Communications |
| COMM 225H | Honors Gender Communications |
| DNCE106A | Modern Dance Fundamentals |
| DNCE106B | Intermediate Modern Dance |
| DNCE108A | Ballet Fundamentals |
| DNCE108B | Intermediate Ballet |
| DNCE115A | Tap Dance Fundamentals |
| DNCE115B | Intermediate Tap Dance |
| DNCE119A | Jazz Dance Fundamentals |
| DNCE119B | Intermediate Jazz Dance |
| DNCE204A | Dance Production |
| DNCE204B | Dance Production |
| DNCE205 | Performance Ensemble |
| DNCE250A | Hip Hop Dance I |
| DNCE250B | HipHop Dance II |
| DNCE251 | Hip Hop Dance III |
| EDUC 101 | American Schools and Society |
| EDUC 113 | Educational Strategies for Tutors and Instructional Aides |
| EDUC 200 | Introduction to Elementary Classroom Teaching |
| EDUC 209 | Roles and Responsibilities of the Special Education Paraprofessional |
| EDUC 211 | Classroom Practices for Diverse Learners |
| ENGL 101H | Honors Freshman Comp |
| ENGL 102H | Honors Comp and Literature |
| ENGL 103H | Honors Critical Thinking |
| ENGL 213 | Creative Writing |
| ENGL 220 | Survey of the Bible as Literature |
| ENGL 231 | Survey of English Literature I |
| ENGL 232 | Survey of English Literature II |
| ENGL 233A | Shakespeare's Comedies and Romances |
| ENGL 233B | Shakespeare's Tragedies and History Plays |
| ENGL 241 | Survey of American Literature, 1600 1865 |
| ENGL 242 | Survey of American Literature, 1865Present |
| ENGL 243 | The Modern American Novel |
| ENGL 246 | Survey of Chicano Literature |
| ENGL 270 | Children's Literature |

DISTANCE EDUCATION OFFERINGS (Continued)**Distance Education – Modified DEA process (Emergency Only)**

| | |
|-----------|---|
| ENGL 271 | Survey of World Literature I |
| ENGL 272 | Survey of World Literature II |
| ENGL 278 | Survey of Literature by Women |
| GEOG 100H | World Regional Honors 100H |
| GEOG 101H | Physical Geography Honors 101H |
| GEOG 102H | Cultural Geography Honors 102H |
| GEOG 130H | Weather and Climate Honors 130H |
| HIST 101H | Honors World History to the 16th Century |
| HIST 102H | Honors World History since the 16th Century |
| HIST 120H | Honors US History to 1877 |
| HIST 121H | Honors US History Since 1877 |
| INFO 100H | Honors Library Research Fundamentals |
| KIN 101 | First Aid and CPR (Apply DEA as Emergency Only) |
| MATH 180H | Honors Single Variable Calculus I |
| MATH 219H | Honors Statistics and Probability |
| MUS061 | Basic Piano Skills |
| MUS101H | Honors Music Appreciation |
| MUS121 | Beginning Voice |
| MUS122 | Intermediate Voice |
| MUS123 | Advanced Voice |
| MUS124 | Advanced Vocal Production and Repertoire |
| MUS126 | Collegiate Choir |
| MUS127 | Concert Chorale |
| MUS128 | Masterworks Chorale |
| MUS129 | Chamber Choir |
| MUS161 | Class Piano I |
| MUS162 | Class Piano II |
| MUS163 | Class Piano III |
| MUS164A | Intermediate Piano Repertoire I |
| MUS164B | Intermediate Piano Repertoire II |
| MUS182 | Musical Ensemble |
| MUS185 | Beginning Classical Guitar |
| MUS186 | Intermediate Classical Guitar |
| MUS187 | Advanced Classical Guitar |
| MUS188 | Advanced Classical Guitar Technique and Repertoire |
| POLT 101H | Honors American Government and Politics |
| SOC 100H | Honors Introduction to Sociology |
| SOC 240H | Honors Introduction to Social Psychology |
| THEA110 | Acting Fundamentals |
| THEA111 | Intermediate Acting |
| THEA118 | Fundamentals of Scene Study |
| THEA121 | Beginning Performance Ensemble |
| THEA122 | Beginning Production Showcase |
| THEA180A | Rehearsal and Performance: Drama Minor/Supporting Role |
| THEA180B | Rehearsal and Performance: Drama Leading Role |
| THEA181A | Rehearsal and Performance: Comedy Minor/Supporting Role |

DISTANCE EDUCATION OFFERINGS (Continued)

Distance Education – Modified DEA process (Emergency Only)

| | |
|----------|--|
| THEA181B | Rehearsal and Performance: Comedy Leading Role |
| THEA182A | Rehearsal and Performance: OneAct Plays |
| THEA182B | Rehearsal and Performance: Original OneAct Plays |
| THEA183A | Rehearsal and Performance: Musical Minor/Supporting Role |
| THEA183B | Rehearsal and Performance: Musical Leading Role |
| THEA186A | Beginning Technical Theatre Production |
| THEA186B | Intermediate Technical Theatre Production |
| THEA186C | Advanced Technical Theatre Production |

CORRESPONDENCE EDUCATION OFFERINGS

Credit

None

Noncredit

Adult Basic Education 009, Academic Skills
English as a Second Language 440, Beginning Multilevel
Health & Safety 898, Substance Abuse
High School Subjects 400, High School Equivalency Test Preparation
Math Continuing Education 255, College Preparation Algebra
Older Adults 200, Health and Wellness
Older Adults 457, Music Arts for Older Adults
Older Adults 518, Creative Cooking for Older Adults
Older Adults 802, Seminar for Older Adults
Older Adults 823, Manipulative Skills for Older Adults
Parent Education 532, Effective Parenting
Vocational: Business 121, Introduction to Computer Software Applications
Vocational: Food 005, Food Handler Test Preparation
Vocational: Food 010, Food Service Manager Test Preparation
Workforce Preparation 500, Workforce Readiness
Workforce Preparation 600, Attitudes for Success
Workforce Preparation 601, Money Matters

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santiago Canyon College – Business and Career Education Division**

| | | |
|---------|--|-------------------------|
| To: | Board of Trustees | Date: December 14, 2020 |
| Re: | Approval of the Professional Services Agreement with Plastic Surgery Studios | |
| Action: | Request for Approval | |

BACKGROUND

Concierge Hosting for www.ocbiotecheducation.org and includes management of wordpress core and plugin upgrades, malware and virus scanning, management of web mail form deliverability and spam. The website hosts the biotech regional project content for Santiago Canyon College, Santa Ana College, Irvine Valley College, and Fullerton College.

ANALYSIS

This professional services agreement with Plastic Surgery Studios is administered in compliance with the guidelines issued by the State of California Community College Chancellor's Office. This professional services agreement shall be effective as of the date signed by both parties until June 30, 2022, or until termination by written notice of either party. This agreement will carry a cost for Santiago Canyon College of \$3,600 to be paid from the Strong Workforce Regional Biotechnology Program.

RECOMMENDATION

It is recommended that the Board of Trustees approve the professional services agreement with Plastic Surgery Studios as presented.

| | | |
|-----------------|---|-------------------------------|
| Fiscal Impact: | \$3,600 (Categorical) | Board Date: December 14, 2020 |
| Prepared by: | Martin Stringer, Interim Vice President, Academic Affairs Elizabeth Arteaga, Dean, Business & Career Education | |
| Submitted by: | Jose F. Vargas, Interim President, Santiago Canyon 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 Santiago Canyon College and Plastic Surgery Studios and, having its principal business address located at Insert address of contractor hereinafter called (“Contractor”).

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

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

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

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

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

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

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on July 1, 2020, whichever is later, and shall continue in full force and effect thereafter until and including June 30, 2021 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement. _
3. Early Termination. This agreement 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 agreement at any time by their mutual written agreement.
 - C. Either party may terminate this agreement 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 agreement at any time thereafter

by giving a written notice of termination.

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this agreement, a total amount not to exceed three thousand six hundred Dollars (\$3600) ("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 agreement, 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 agreement 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 agreement, Contractor acknowledges and agrees that the Services to be performed under this agreement 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 may use any third-party subcontractor, including, but not limited to, GoDaddy, Amazon, and any third-party software and plugins, that Contractor needs to use for its hosting services, however, 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.

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. Contractor may use District's logo while hosting District website on its servers.

8. 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. Per paragraph ten (10) of Contractor's Terms and Conditions (Exhibit A), which is incorporated by reference, Contractor's liability is limited to \$1,800.

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

- a. Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) aggregate and must include coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent contractor’s liability, written on an "occurrence" form;

Other Insurance Requirements

- 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.

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

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

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

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

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

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

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

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

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

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

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

With a copy to: (District Department Responsible for Contract)
Santiago Canyon College
Business and Career Education
8045 E. Chapman Ave
Orange, CA 92869

Contractor: Plastic Surgery Studios
8659 Haven Ave, Suite 200
Rancho Cucamonga, CA 91730

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

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

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

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

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

23. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California.

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

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

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

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

for these substitute goods or services.

28. Dispute Resolution.

Negotiation. Any dispute that Contractor may have regarding the performance of this agreement, 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 agreement 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 agreement, or breach thereof, remains after mediation, the matter shall be determined in a court of law of proper jurisdiction.

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

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

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

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

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

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

of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility.

- 32. 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](#).
- 33. 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: 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.

The Orange County Biotech Consortia consisting of Santa Ana, Santiago Canyon, Irvine Valley, and Fullerton Colleges support Plastic Surgery Studios scope of the project as it relates to the Orange County initiatives. Below are the Plastic Surgery Studios deliverables:

Deliverables may increase as the project launches and may include but are not limited to:

Concierge Hosting Program

- SSL Certificate
- Managed Wordpress Core and Plugin Upgrades
- Wordpress Security Upgrades
- Malware and Virus Scannign
- Managed Wordpress Comment Spam
- Managed contact form notifications and spam
- 24/7 emergency support
- Backups (daily/weekly)
- Backup restoration

Exhibit C

TERMS & CONDITIONS

The following Terms & Conditions were last modified on November 15, 2018:

Provider is engaged in the business of the design, implementation, maintenance, and marketing of Internet websites. Client desires to retain Provider for said purposes as set forth herein, and Provider and Client agree to the following terms and conditions:

1. **Scope of Services:** Provider agrees to establish, conduct, and maintain various Internet marketing services (“Services”) for Client in accordance with the specifications established between Client and Provider as set forth in the separate Harvest Estimate(s) or any other written agreement, Work Order, Service Ticket, or Project signed by Client. This Agreement and the terms established herein shall extend to any and all Services set for in the Harvest Estimate(s) or other written agreement, Work Order, Service Ticket, or Project signed by Client.
2. **Price and Payment Terms:** Client will pay Provider for the Services according to the terms and timeframes for completion set forth between said parties in the Harvest Estimate(s) electronically signed by Client when “accepted,” or any other written agreement, Work Order, Service Ticket, or Project signed by Client. After the fulfillment of the terms of the agreement stated in the Harvest Estimate(s) or other written agreement, Work Order, Service Ticket, or Project signed by Client, if applicable, the Services provided shall automatically renew month- to-month unless terminated as described in Section 3 below.
3. **Term and Termination:** Unless otherwise stated in a separate Harvest Estimate or any other written agreement, Work Order, Service Ticket, or Project signed by Client, Client or Provider may terminate Services without cause upon thirty (30) days written notice to the other party; however, Services for any product that Client has agreed to pay in monthly installments may not be terminated or cancelled within the first twelve (12) months of this Agreement. In the event of termination of Services, Client agrees to pay Provider for all Services performed up to the date of termination. Provider may terminate this Agreement for breach of this Agreement immediately upon written notice to the Client. Termination for breach will not preclude Provider from exercising any other remedies for breach of this Agreement. This termination agreement supersedes any other termination agreement previously signed.
4. **Ownership of Intellectual Property:** Client warrants and represents that Client is the rightful owner and/or licensee of all content, including, but not limited to, all written content, stock images, photos, videos, audio, etc., that Client may provide to Provider for Services performed by Provider. Client shall indemnify, defend, and hold Provider harmless from any claims, damages, actions, judgments, costs, or attorney’s fees arising out of or related to Client’s use of any intellectual property, content, photos, videos, audio, or the like, provided to Provider. Moreover, Client accepts sole responsibility for procuring and retaining patient consent related to the reflection and use of any and all photos.
5. **HIPAA Compliance:** Client warrants that all information of any kind provided to and used by Provider is in compliance with the Health Insurance Portability and Accountability Act (“HIPAA”) and acknowledges that Provider will take no independent action to assure or confirm compliance with HIPAA. Any damages that may be suffered by Provider as a result of

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Client's failure to comply with HIPAA shall be expressly included in Client's requirement to indemnify Provider as outlined in Section 11 below.

6. **FTP Transfers:** Provider reserves the exclusive right to grant and/or deny File Transfer Protocol ("FTP") as it deems reasonable and practical in the performance of Services. Client releases Provider of any and all responsibility related to the provision of "FTP" access and the ramifications associated with inappropriate use. If Provider has to recreate, reestablish, restore, or reapply any web files, code, programming, image, etc., that is lost, corrupted, overwritten, or skewed by Client's FTP access, Client understands that this is a billable charge at Provider's then current hourly rate.
7. **Ownership:** Upon payment in full, Client retains sole and exclusive ownership of any and all data files, videos, and/or photographs provided by Client, and the final work product of Client's website and/or blog. Further, Client retains sole and exclusive ownership of the final work product of Client's marketing pages (e.g., Procedure Pages and Campaigns). Client's ownership shall continue indefinitely upon termination of this Agreement for any reason. Client does not retain ownership of any and all working files and/or source files of Client's website and/or blog, including any and all working files and/or source files for the graphic design and textual content, including, but not limited to, Adobe Photoshop (.psd) and Adobe Illustrator (.ai) files. Also, Client does not retain ownership of any licensing applications, software, and/or other licensed content provided by any third party, including, but not limited to, WordPress, NextGEN, Gravity Forms, Advanced Custom Fields, ToolSet, Adobe Typekit, EmailMeForm, MailChimp, iStockphoto, Shutterstock, and People Images. Provider retains sole and exclusive ownership of any and all working files and/or source files of Client's website and/or blog, including any and all working files and/or source files for the graphic design and textual content, including, but not limited to, Adobe Photoshop (.psd) and Adobe Illustrator (.ai) files. Provider retains sole and exclusive ownership of any and all database application software programs used in the creation and maintenance of all Services, including, but not limited to website photo galleries, website shopping carts, directory web pages, etc. Moreover, Provider exercises sole and exclusive ownership of all advertising and Pay Per Click (PPC) programs. Provider's ownership shall continue indefinitely upon termination of this Agreement for any reason. Provider reserves all reasonable remedies to ensure and protect said interest.
8. **Confidential Information:** All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Provider and will not be disclosed or used by Provider except to the extent that such disclosure or use is reasonably necessary to the performance of Services or is required by law. All information relating to Provider that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the Performance of Client's duties and obligations under this Agreement or is required by law. These obligations of confidentiality will extend for a period of two (2) years after the termination of this agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.
9. **Warranty and Disclaimer:** Provider warrants that the Services will be provided in a professional, skillful manner, and in conformity with generally prevailing industry standards.

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Provider makes no implied warranties whatsoever concerning Services, including matters relating to the merchantability of Services or their suitability for any particular purpose. No express warranty is made regarding any Services unless set forth herein or in writing signed by Provider. If Provider shows Client any model or sample of Services, that model or sample was merely used to illustrate the general type and quality of Services and does not represent that Services would necessarily conform to the model or sample. Further, Provider makes no warranty, either express or implied, regarding the accuracy or validity of any information or material supplied by Client under this Agreement, and Provider has no obligation to conduct any independent investigation or research concerning any information provided or supplied by Client.

10. **Limitation of Liability:** In no event will Provider be liable for any loss of profit or revenue by Client, or for any other consequential, incidental, punitive, indirect, or economic damages incurred or suffered by Client arising as a result of or related to Services, whether in contract, tort or otherwise. Client further agrees that the total liability of Provider for all claims of any kind arising as a result of or related to the Agreement, or to any act or omission of Provider, whether in contract, tort, or otherwise, will not exceed an amount equal to the amount paid by Client to Provider for Services during the twelve (12) month period preceding the date the claim arises.
11. **Indemnification:** Client shall indemnify, defend, and hold Provider harmless from any liability, action, claim, or damages whatsoever, based or asserted by a third party, including but not limited to all costs, expenses, attorney's fees, and judgments incurred by Provider therein, arising out of or in conjunction with Client's performance under or breach of this Agreement.
12. **Venue:** The parties agree that for any dispute arising concerning this Agreement or Services, the proper venue shall be the Superior Court for the County of San Bernardino, in the State of California. Either party may attend any court hearing and/or proceeding telephonically or via video services, including, but not limited to, Facetime or Skype, unless ordered by the Court to attend any court hearings and/or proceeding in person.
13. **Chargebacks:** Client agrees that any amount due from Client to Provider resulting from a credit card chargeback will be subject to a four percent (4%) fee on the amount due. If any check provided by Client to Provider is returned from Provider's bank for insufficient funds or any other reason, Client shall be responsible for all fees and costs incurred by Provider associated with such return.
14. **Content for Website:** Unless otherwise stated in a separate Harvest Estimate or any other written agreement, Work Order, Service Ticket, or Project agreed to by Client and Provider, website design does not include content writing. Content provided by Client will be taken "AS IS," and Provider will not edit Client's content for spelling or grammar before adding it to the website. If Client wants Provider to edit content provided by Client, Client understands that this is a billable charge at Provider's then current hourly rate. Provider has stock content available for Client to use if desired.
15. **Client Review and Approval:** Client understands that Client is responsible for reviewing and approving projects, including but not limited to content writing and homepage design. Provider will give Client a minimum of fifteen (15) days in which to review and approve such projects. If, after fifteen (15) days, Client has not informed Provider of any change requests Client wishes Provider to make to the project, Client understands and agrees that Provider will assume

Exhibit C

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Client's approval and move forward with the project. Thereafter, any change request by Client will be billable at Provider's current hourly rate. (Provider will not launch Client's website without written approval signed by Client.)

16. Client Abandonment: If, after three (3) months, Client has failed to respond to Provider regarding any project, Client understands and agrees that Provider will assume Client has abandoned the project and will archive it. If, after archiving said project, Client wishes to move forward with the project, Client understands and agrees to pay Provider a fee of up to \$500.00 to unarchive said project.
17. Advertising: Client understands and agrees that Provider may use Client's website design or online digital marketing or a graphic representation of Client's website design or online digital marketing that Provider creates for Client in Provider's advertising or trade or for any other lawful purpose, in all forms and media, including Provider's Case Study Gallery.
18. Force Majeure: If either party is unable to comply with any provision of the Harvest Estimate(s) or other written agreement, Work Order, Service Ticket, or Project signed by Client due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.
19. Miscellaneous Provision: This Agreement constitutes the entire agreement between the parties regarding the subject matter contained in it. No modification of the Agreement, other than Harvest Estimate(s), Work Order(s), Service Ticket(s), or Project(s) as set forth herein, shall be binding unless executed in writing by all of the parties. No waiver of any provision of this Agreement shall be deemed a waiver of any of the other provisions of this Agreement, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless made in writing and executed by the party making the waiver. If any portion of this Agreement becomes illegal, null, or void for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect. This Agreement shall be subject to and construed in accordance with the laws of the State of California. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, assigns, licensees, partners, and agents of the parties to this Agreement. The captions heading the various sections of this Agreement are for the convenience and identification only and shall not be deemed to limit or define contents of the respective sections. Time is of the essence for performance of this Agreement. This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same instrument. This Agreement may also be executed and transmitted via facsimile or electronic mail. Each of the parties warrants and represents that they have the authority and right to execute this Agreement and carry out the obligations set forth herein. In any action arising between the parties concerning this Agreement, the prevailing party shall be entitled to the recovery of reasonable attorneys' fees and costs.

Addendum – WordPress / Plugin Upgrades

Provider builds the majority of its clients' websites on the WordPress framework. At this time, Provider finds the WordPress framework to be the most efficient, flexible, and cost-effective framework available for its customers. There are hundreds of community volunteers working to

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Plastic Surgery Studios | (888) 525-6360

enhance and evolve the core WordPress software, and there are thousands of plugins and add-ons created and supported by thousands of developers to add additional features to WordPress. As the Internet evolves, so must the software that powers Client's website. Provider prides itself on all quality of the websites it designs, builds, and launches. Many of Provider's customers appreciate the flexibility its sites offer for future development, maintenance, and updates.

Because Provider uses the most standardized and widely used web framework, its clients are not locked into its services for support and maintenance and are free to use other developers for upgrades, maintenance, or future development services. Provider strongly urges its customers to choose a maintenance plan with Provider that will keep their WordPress install up-to-date with not only core WordPress features but also important security updates. In addition to the core WordPress software, all third party plugins and add-ons should be updated whenever their respective creators offer an update. Unlike most website providers in the medical industry, Client owns the website Provider designs and builds for Client (see Section 7 to the ISA above).

Therefore, it is Client's sole responsibility to update Client's website, plugins, and add-ons or contract with a developer to do so. Provider strongly recommends that whoever is responsible for Client's updates follows the recommended WordPress process, including backing up all Client's files and databases in such a way as to quickly restore a previous version if an update is not successful. Provider is not responsible for any updates to Client's website or plugins made by any third party. Therefore, if Client, Client's employee, an outside developer, or anyone other than Provider updates Client's WordPress software or plugins and Client's website no longer functions properly, Provider will not be held responsible. Upon Client's request, Provider will assist in the recovery of Client's website. Client understands that this is a billable charge at Provider's current hourly rate.

Rancho Santiago Comm Coll District
 Bank Code: 92 District Funds

Board Meeting of 12/14/20
 Check Registers Submitted for Approval
 Checks Written for Period 10/27/20 Thru 12/01/20

AP0020
 Page: 1

| Register # | Fund Title | Amount | Voided Checks | Adjusted Amount | Beg Check # | End Check # |
|--|---------------------------|------------------------------|---------------------------|------------------------------|-------------|-------------|
| 68628 | General Fund Unrestricted | 0.00 | 210.41 | -210.41 | 92*0542367 | 92*0542367 |
| 68629 | General Fund Unrestricted | 1,822.80 | 0.00 | 1,822.80 | 92*0542396 | 92*0542415 |
| 68633 | General Fund Unrestricted | 91,584.23 | 0.00 | 91,584.23 | 92*0542428 | 92*0542502 |
| 68634 | General Fund Unrestricted | 838,040.15 | 0.00 | 838,040.15 | 92*0542511 | 92*0542590 |
| 68637 | General Fund Unrestricted | 30,416.55 | 0.00 | 30,416.55 | 92*0542676 | 92*0542863 |
| 68638 | General Fund Unrestricted | 20,599.02 | 0.00 | 20,599.02 | 92*0542607 | 92*0542651 |
| 68643 | General Fund Unrestricted | 2,464,391.07 | 0.00 | 2,464,391.07 | 92*0542864 | 92*0542950 |
| 68648 | General Fund Unrestricted | 92,136.12 | 0.00 | 92,136.12 | 92*0542973 | 92*0543073 |
| 68654 | General Fund Unrestricted | 13,886.25 | 0.00 | 13,886.25 | 92*0543096 | 92*0543156 |
| 68655 | General Fund Unrestricted | 143,517.30 | 0.00 | 143,517.30 | 92*0543157 | 92*0543191 |
| 68661 | General Fund Unrestricted | 74,945.86 | 0.00 | 74,945.86 | 92*0543212 | 92*0543212 |
| 68662 | General Fund Unrestricted | 127,047.37 | 11,003.04 | 116,044.33 | 92*0543213 | 92*0543308 |
| 68666 | General Fund Unrestricted | 533.48 | 0.00 | 533.48 | 92*0543343 | 92*0543347 |
| 68667 | General Fund Unrestricted | 45,109.39 | 0.00 | 45,109.39 | 92*0543352 | 92*0543407 |
| Total Fund 11 General Fund Unrestricted | | <u>\$3,944,029.59</u> | <u>\$11,213.45</u> | <u>\$3,932,816.14</u> | | |

| Register # | Fund Title | Amount | Voided Checks | Adjusted Amount | Beg Check # | End Check # |
|--|---------------------------|------------------------------|---------------------------|------------------------------|-------------|-------------|
| 68551 | General Fund Restricted | 0.00 | 206.00 | -206.00 | 92*0540732 | 92*0540732 |
| 68566 | General Fund Restricted | 0.00 | 1,368.61 | -1,368.61 | 92*0541012 | 92*0541070 |
| 68633 | General Fund Restricted | 831,545.60 | 0.00 | 831,545.60 | 92*0542422 | 92*0542508 |
| 68634 | General Fund Restricted | 1,546,885.33 | 6,120.00 | 1,540,765.33 | 92*0542512 | 92*0542589 |
| 68638 | General Fund Restricted | 809,719.68 | 0.00 | 809,719.68 | 92*0542608 | 92*0542650 |
| 68643 | General Fund Restricted | 169,221.16 | 5,101.20 | 164,119.96 | 92*0542869 | 92*0542952 |
| 68648 | General Fund Unrestricted | 827,944.76 | 0.00 | 827,944.76 | 92*0542975 | 92*0543074 |
| 68655 | General Fund Unrestricted | 944,946.64 | 0.00 | 944,946.64 | 92*0543158 | 92*0543186 |
| 68662 | General Fund Restricted | 844,646.55 | 0.00 | 844,646.55 | 92*0543215 | 92*0543309 |
| 68667 | General Fund Restricted | 1,135,882.51 | 0.00 | 1,135,882.51 | 92*0543349 | 92*0543408 |
| Total Fund 12 General Fund Restricted | | <u>\$7,110,792.23</u> | <u>\$12,795.81</u> | <u>\$7,097,996.42</u> | | |

Checks Written for Period 10/27/20 Thru 12/01/20

| Register # | Fund Title | Amount | Voided Checks | Adjusted Amount | Beg Check # | End Check # |
|---|-------------------------------|---------------------|--------------------|---------------------|-------------|-------------|
| 68581 | GF Unrestricted One-Time Func | 0.00 | 4,956.50 | -4,956.50 | 92*0541523 | 92*0541523 |
| 68633 | GF Unrestricted One-Time Func | 49,444.45 | 0.00 | 49,444.45 | 92*0542423 | 92*0542505 |
| 68634 | GF Unrestricted One-Time Func | 20,501.40 | 0.00 | 20,501.40 | 92*0542509 | 92*0542587 |
| 68638 | GF Unrestricted One-Time Func | 14,344.01 | 9,499.25 | 4,844.76 | 92*0542610 | 92*0542635 |
| 68643 | GF Unrestricted One-Time Func | 31,901.67 | 0.00 | 31,901.67 | 92*0542873 | 92*0542943 |
| 68648 | GF Unrestricted One-Time Func | 19,816.93 | 0.00 | 19,816.93 | 92*0542974 | 92*0543071 |
| 68655 | GF Unrestricted One-Time Func | 6,503.35 | 0.00 | 6,503.35 | 92*0543159 | 92*0543187 |
| 68662 | GF Unrestricted One-Time Func | 33,183.69 | 2,500.00 | 30,683.69 | 92*0543214 | 92*0543307 |
| 68667 | GF Unrestricted One-Time Func | 59,103.76 | 0.00 | 59,103.76 | 92*0543348 | 92*0543392 |
| Total Fund 13 GF Unrestricted One-Time | | \$234,799.26 | \$16,955.75 | \$217,843.51 | | |

| Register # | Fund Title | Amount | Voided Checks | Adjusted Amount | Beg Check # | End Check # |
|---|------------------------|--------------------|---------------|--------------------|-------------|-------------|
| 68632 | Child Development Fund | 12,117.41 | 0.00 | 12,117.41 | 92*0542418 | 92*0542421 |
| 68644 | Child Development Fund | 11,368.21 | 0.00 | 11,368.21 | 92*0542953 | 92*0542962 |
| 68649 | Child Development Fund | 2,840.20 | 0.00 | 2,840.20 | 92*0543075 | 92*0543084 |
| 68656 | Child Development Fund | 7,919.09 | 0.00 | 7,919.09 | 92*0543192 | 92*0543195 |
| 68663 | Child Development Fund | 16,646.66 | 0.00 | 16,646.66 | 92*0543310 | 92*0543314 |
| 68668 | Child Development Fund | 8,799.59 | 0.00 | 8,799.59 | 92*0543409 | 92*0543411 |
| Total Fund 33 Child Development Fund | | \$59,691.16 | \$0.00 | \$59,691.16 | | |

| Register # | Fund Title | Amount | Voided Checks | Adjusted Amount | Beg Check # | End Check # |
|--|------------------------------|---------------------|---------------|---------------------|-------------|-------------|
| 68635 | Capital Outlay Projects Fund | 121,922.26 | 0.00 | 121,922.26 | 92*0542591 | 92*0542599 |
| 68639 | Capital Outlay Projects Fund | 45,185.00 | 0.00 | 45,185.00 | 92*0542652 | 92*0542652 |
| 68645 | Capital Outlay Projects Fund | 52,025.00 | 0.00 | 52,025.00 | 92*0542963 | 92*0542963 |
| 68650 | Capital Outlay Projects Fund | 98,859.49 | 0.00 | 98,859.49 | 92*0543085 | 92*0543090 |
| 68657 | Capital Outlay Projects Fund | 28,072.73 | 0.00 | 28,072.73 | 92*0543196 | 92*0543196 |
| 68664 | Capital Outlay Projects Fund | 41,129.68 | 0.00 | 41,129.68 | 92*0543315 | 92*0543317 |
| Total Fund 41 Capital Outlay Projects Fun | | \$387,194.16 | \$0.00 | \$387,194.16 | | |

| Register # | Fund Title | Amount | Voided Checks | Adjusted Amount | Beg Check # | End Check # |
|---|----------------------|------------------------------|----------------------|------------------------------|-------------|-------------|
| 68636 | Bond Fund, Measure Q | 2,045,026.53 | 0.00 | 2,045,026.53 | 92*0542600 | 92*0542606 |
| 68651 | Bond Fund, Measure Q | 7,850.00 | 0.00 | 7,850.00 | 92*0543091 | 92*0543092 |
| 68660 | Bond Fund, Measure Q | 107,352.73 | 0.00 | 107,352.73 | 92*0543211 | 92*0543211 |
| 68669 | Bond Fund, Measure Q | 258,380.08 | 0.00 | 258,380.08 | 92*0543412 | 92*0543427 |
| Total Fund 43 Bond Fund, Measure Q | | <u>\$2,418,609.34</u> | <u>\$0.00</u> | <u>\$2,418,609.34</u> | | |

| Register # | Fund Title | Amount | Voided Checks | Adjusted Amount | Beg Check # | End Check # |
|--|-----------------------------|--------------------------|----------------------|--------------------------|-------------|-------------|
| 68631 | Property and Liability Fund | 3,190.15 | 0.00 | 3,190.15 | 92*0542417 | 92*0542417 |
| 68640 | Property and Liability Fund | 262.97 | 0.00 | 262.97 | 92*0542653 | 92*0542653 |
| 68646 | Property and Liability Fund | 5,838.31 | 0.00 | 5,838.31 | 92*0542964 | 92*0542964 |
| Total Fund 61 Property and Liability Fund | | <u>\$9,291.43</u> | <u>\$0.00</u> | <u>\$9,291.43</u> | | |

Checks Written for Period 10/27/20 Thru 12/01/20

| Register # | Fund Title | Amount | Voided Checks | Adjusted Amount | Beg Check # | End Check # |
|---|----------------------------|---------------------------|----------------------|---------------------------|-------------|-------------|
| 68630 | Workers' Compensation Fund | 1,283.65 | 0.00 | 1,283.65 | 92*0542416 | 92*0542416 |
| 68641 | Workers' Compensation Fund | 21,693.83 | 0.00 | 21,693.83 | 92*0542654 | 92*0542654 |
| 68652 | Workers' Compensation Fund | 5,977.02 | 0.00 | 5,977.02 | 92*0543093 | 92*0543093 |
| 68658 | Workers' Compensation Fund | 17,966.95 | 0.00 | 17,966.95 | 92*0543197 | 92*0543199 |
| Total Fund 62 Workers' Compensation Fu | | <u>\$46,921.45</u> | <u>\$0.00</u> | <u>\$46,921.45</u> | | |

| Register # | Fund Title | Amount | Voided Checks | Adjusted Amount | Beg Check # | End Check # |
|---|----------------------------|---------------------|---------------|---------------------|-------------|-------------|
| 68642 | Student Financial Aid Fund | 6,300.00 | 0.00 | 6,300.00 | 92*0542655 | 92*0542675 |
| 68647 | Student Financial Aid Fund | 2,400.00 | 0.00 | 2,400.00 | 92*0542965 | 92*0542972 |
| 68653 | Student Financial Aid Fund | 136,860.00 | 0.00 | 136,860.00 | 92*0543094 | 92*0543095 |
| 68659 | Student Financial Aid Fund | 3,001.00 | 0.00 | 3,001.00 | 92*0543200 | 92*0543210 |
| 68665 | Student Financial Aid Fund | 25,274.00 | 0.00 | 25,274.00 | 92*0543318 | 92*0543342 |
| 68670 | Student Financial Aid Fund | 538,142.00 | 0.00 | 538,142.00 | 92*0543428 | 92*0543435 |
| Total Fund 74 Student Financial Aid Fund | | \$711,977.00 | \$0.00 | \$711,977.00 | | |

SUMMARY

| | |
|---|-------------------------------|
| Total Fund 11 General Fund Unrestricted | 3,932,816.14 |
| Total Fund 12 General Fund Restricted | 7,097,996.42 |
| Total Fund 13 GF Unrestricted One-Time Fund | 217,843.51 |
| Total Fund 33 Child Development Fund | 59,691.16 |
| Total Fund 41 Capital Outlay Projects Fund | 387,194.16 |
| Total Fund 43 Bond Fund, Measure Q | 2,418,609.34 |
| Total Fund 61 Property and Liability Fund | 9,291.43 |
| Total Fund 62 Workers' Compensation Fund | 46,921.45 |
| Total Fund 74 Student Financial Aid Fund | 711,977.00 |
| Grand Total: | <u><u>\$14,882,340.61</u></u> |

Checks Written for Period 10/27/20 Thru 12/01/20

| <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> |
|---|-----------------------------|--------------------------|--------------------------|----------------------------|------------------------|------------------------|
| 1A2010531 | SAC Diversified Agency Fund | 3,534.00 | 0.00 | 3,534.00 | 1A*0002399 | 1A*0002400 |
| 1A2011107 | SAC Diversified Agency Fund | 1,479.29 | 0.00 | 1,479.29 | 1A*0002401 | 1A*0002401 |
| 1A2011321 | SAC Diversified Agency Fund | 954.38 | 0.00 | 954.38 | 1A*0002402 | 1A*0002403 |
| Total 1A SAC Diversified Agency Fund | | <u>\$5,967.67</u> | <u>\$0.00</u> | <u>\$5,967.67</u> | | |

Checks Written for Period 10/27/20 Thru 12/01/20

| <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> |
|------------------------------------|--------------------|----------------------------------|---------------------------------|----------------------------------|--------------------|--------------------|
| 1B2010531 | SAC Bookstore Fund | 7,732.46 | 3,866.23 | 3,866.23 | 1B*0002640 | 1B*0002642 |
| 1B2011321 | SAC Bookstore Fund | 9,893.50 | 1,838.92 | 8,054.58 | 1B*0002643 | 1B*0002652 |
| 1B2011428 | SAC Bookstore Fund | 666.84 | 0.00 | 666.84 | 1B*0002653 | 1B*0002653 |
| Total 1B SAC Bookstore Fund | | <u><u>\$18,292.80</u></u> | <u><u>\$5,705.15</u></u> | <u><u>\$12,587.65</u></u> | | |

Checks Written for Period 10/27/20 Thru 12/01/20

| Register # | Fund Title | Amount | Voided Checks | Adjusted Amount | Beg Check # | End Check # |
|--|------------------------------|---------------------------|----------------------|---------------------------|-------------|-------------|
| 1C2010531 | SAC Community Education Fund | 1,999.00 | 0.00 | 1,999.00 | 1C*0001287 | 1C*0001287 |
| 1C2011107 | SAC Community Education Fund | 7,597.34 | 0.00 | 7,597.34 | 1C*0001288 | 1C*0001288 |
| 1C2011321 | SAC Community Education Fund | 2,207.80 | 0.00 | 2,207.80 | 1C*0001289 | 1C*0001291 |
| Total 1C SAC Community Education Fund | | <u>\$11,804.14</u> | <u>\$0.00</u> | <u>\$11,804.14</u> | | |

Checks Written for Period 10/27/20 Thru 12/01/20

| Register # | Fund Title | Amount | Voided Checks | Adjusted Amount | Beg Check # | End Check # |
|--|------------------------------|--------------------------|----------------------|--------------------------|-------------|-------------|
| 1S2010531 | SAC Associated Students Fund | 169.29 | 0.00 | 169.29 | 1S*0001747 | 1S*0001747 |
| 1S2011107 | SAC Associated Students Fund | 3,221.74 | 0.00 | 3,221.74 | 1S*0001748 | 1S*0001749 |
| 1S2011321 | SAC Associated Students Fund | 5,493.55 | 0.00 | 5,493.55 | 1S*0001750 | 1S*0001760 |
| Total 1S SAC Associated Students Fund | | <u>\$8,884.58</u> | <u>\$0.00</u> | <u>\$8,884.58</u> | | |

Checks Written for Period 10/27/20 Thru 12/01/20

| <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> |
|--|----------------------------|---------------------------|--------------------------|----------------------------|------------------------|------------------------|
| 1T2010531 | SAC Diversified Trust Fund | 3,969.52 | 0.00 | 3,969.52 | 1T*0002038 | 1T*0002045 |
| 1T2011107 | SAC Diversified Trust Fund | 61,038.34 | 0.00 | 61,038.34 | 1T*0002046 | 1T*0002049 |
| 1T2011321 | SAC Diversified Trust Fund | 10,488.73 | 0.00 | 10,488.73 | 1T*0002050 | 1T*0002058 |
| Total 1T SAC Diversified Trust Fund | | <u><u>\$75,496.59</u></u> | <u><u>\$0.00</u></u> | <u><u>\$75,496.59</u></u> | | |

SUMMARY

| | |
|---|-----------------------------------|
| Total Fund 1A SAC Diversified Agency Fund | 5,967.67 |
| Total Fund 1B SAC Bookstore Fund | 12,587.65 |
| Total Fund 1C SAC Community Education Fu | 11,804.14 |
| Total Fund 1S SAC Associated Students Fun | 8,884.58 |
| Total Fund 1T SAC Diversified Trust Fund | 75,496.59 |
| Grand Total: | <u><u>\$114,740.63</u></u> |

Checks Written for Period 10/27/20 Thru 12/01/20

| Register # | Fund Title | Amount | Voided Checks | Adjusted Amount | Beg Check # | End Check # |
|---|-----------------------------|--------------------------|----------------------|--------------------------|-------------|-------------|
| 2A2011321 | SCC Diversified Agency Fund | 2,551.82 | 0.00 | 2,551.82 | 2A*0001836 | 2A*0001840 |
| 2A2011428 | SCC Diversified Agency Fund | 1,823.19 | 0.00 | 1,823.19 | 2A*0001841 | 2A*0001845 |
| 2A2011530 | SCC Diversified Agency Fund | 57.77 | 0.00 | 57.77 | 2A*0001846 | 2A*0001846 |
| Total 2A SCC Diversified Agency Fund | | <u>\$4,432.78</u> | <u>\$0.00</u> | <u>\$4,432.78</u> | | |

Checks Written for Period 10/27/20 Thru 12/01/20

| Register # | Fund Title | Amount | Voided Checks | Adjusted Amount | Beg Check # | End Check # |
|------------------------------------|--------------------|---------------------------|---------------------------|---------------------------|-------------|-------------|
| 2B2011107 | SCC Bookstore Fund | 18,380.20 | 0.00 | 18,380.20 | 2B*0002350 | 2B*0002351 |
| 2B2011214 | SCC Bookstore Fund | 868.03 | 0.00 | 868.03 | 2B*0002352 | 2B*0002353 |
| 2B2011321 | SCC Bookstore Fund | 35,195.35 | 13,183.98 | 22,011.37 | 2B*0002354 | 2B*0002361 |
| 2B2011428 | SCC Bookstore Fund | 86.40 | 0.00 | 86.40 | 2B*0002362 | 2B*0002362 |
| 2B2011530 | SCC Bookstore Fund | 2,741.43 | 0.00 | 2,741.43 | 2B*0002363 | 2B*0002363 |
| Total 2B SCC Bookstore Fund | | <u>\$57,271.41</u> | <u>\$13,183.98</u> | <u>\$44,087.43</u> | | |

Checks Written for Period 10/27/20 Thru 12/01/20

| Register # | Fund Title | Amount | Voided Checks | Adjusted Amount | Beg Check # | End Check # |
|--|------------------------------|---------------------|----------------------|---------------------|-------------|-------------|
| 2C2011321 | SCC Community Education Fund | 52.32 | 0.00 | 52.32 | 2C*0001219 | 2C*0001219 |
| Total 2C SCC Community Education Fund | | <u>52.32</u> | <u>\$0.00</u> | <u>52.32</u> | | |

Checks Written for Period 10/27/20 Thru 12/01/20

| Register # | Fund Title | Amount | Voided Checks | Adjusted Amount | Beg Check # | End Check # |
|--|------------------------------|-----------------|---------------|-----------------|-------------|-------------|
| 2S2011214 | SCC Associated Students Fund | 104.93 | 0.00 | 104.93 | 2S*0001458 | 2S*0001459 |
| Total 2S SCC Associated Students Fund | | \$104.93 | \$0.00 | \$104.93 | | |

Checks Written for Period 10/27/20 Thru 12/01/20

| <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> |
|--|----------------------------|--------------------------|--------------------------|----------------------------|------------------------|------------------------|
| 2T2011214 | SCC Diversified Trust Fund | 516.00 | 0.00 | 516.00 | 2T*0001553 | 2T*0001556 |
| 2T2011428 | SCC Diversified Trust Fund | 414.38 | 0.00 | 414.38 | 2T*0001557 | 2T*0001557 |
| 2T2011530 | SCC Diversified Trust Fund | 275.00 | 0.00 | 275.00 | 2T*0001558 | 2T*0001558 |
| Total 2T SCC Diversified Trust Fund | | <u><u>\$1,205.38</u></u> | <u><u>\$0.00</u></u> | <u><u>\$1,205.38</u></u> | | |

SUMMARY

| | |
|---|----------------------------------|
| Total Fund 2A SCC Diversified Agency Fund | 4,432.78 |
| Total Fund 2B SCC Bookstore Fund | 44,087.43 |
| Total Fund 2C SCC Community Education Fu | 52.32 |
| Total Fund 2S SCC Associated Students Fun | 104.93 |
| Total Fund 2T SCC Diversified Trust Fund | 1,205.38 |
| Grand Total: | <u><u>\$49,882.84</u></u> |

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 10/28/2020 To 12/01/2020
Board Meeting on 12/14/2020

BACKGROUND

The California Administration Code, Title 5, §58307 requires Board approval of budget transfers between major objects and budget adjustments, increases and decreases by major object code, for each fund.

ANALYSIS

This listing, broken down by fund, provides by major object code the total of budget transfers/adjustments for the period and fund indicated. Each budget transfer/adjustment supporting these totals is kept on file in the Business Operations and Fiscal Services department. Additional information will be provided upon request.

| BUDGET TRANSFERS | | From | To |
|---|--------------------------------|--------------------|----------------------|
| <u>Fund 11: General Fund Unrestricted</u> | | | |
| 1000 | ACADEMIC SALARIES | | 533,360 |
| 2000 | CLASSIFIED SALARIES | | 507,095 |
| 3000 | EMPLOYEE BENEFITS | | 374,433 |
| 4000 | SUPPLIES & MATERIALS | | 27,352 |
| 5000 | OTHER OPERATING EXP & SERVICES | 42,870 | |
| 6000 | CAPITAL OUTLAY | 34,381 | |
| 7900 | RESERVE FOR CONTINGENCIES | 1,364,989 | |
| Total Transfer Fund 11 | | \$1,442,240 | \$1,442,240 |
| <u>Fund 12: General Fund Restricted</u> | | | |
| 1000 | ACADEMIC SALARIES | | 2,034 |
| 2000 | CLASSIFIED SALARIES | 28,748 | |
| 3000 | EMPLOYEE BENEFITS | 29,348 | |
| 4000 | SUPPLIES & MATERIALS | 327,770 | |
| 5000 | OTHER OPERATING EXP & SERVICES | 70,026 | |
| 6000 | CAPITAL OUTLAY | | 414,786 |
| 7000 | OTHER OUTGO | | 39,072 |
| Total Transfer Fund 12 | | \$455,892 | \$455,892 |
| <u>Fund 13: GF Unrestricted One-Time Funds</u> | | | |
| 1000 | ACADEMIC SALARIES | | 231,188 |
| 2000 | CLASSIFIED SALARIES | | 3,817 |
| 3000 | EMPLOYEE BENEFITS | | 47,999 |
| 4000 | SUPPLIES & MATERIALS | | 50,040 |
| 5000 | OTHER OPERATING EXP & SERVICES | 404,803 | |
| 6000 | CAPITAL OUTLAY | | 71,759 |
| Total Transfer Fund 13 | | \$404,803 | \$404,803 |
| <u>Fund 33: Child Development Fund</u> | | | |
| 1000 | ACADEMIC SALARIES | | 83,896 |
| 2000 | CLASSIFIED SALARIES | 249,625 | |
| 3000 | EMPLOYEE BENEFITS | | 16,829 |
| 4000 | SUPPLIES & MATERIALS | | 143,900 |
| 5000 | OTHER OPERATING EXP & SERVICES | | 5,000 |
| Total Transfer Fund 33 | | \$249,625 | \$249,625 |
| <u>Fund 41: Capital Outlay Projects Fund</u> | | | |
| 5000 | OTHER OPERATING EXP & SERVICES | | 1,215 |
| 6000 | CAPITAL OUTLAY | 1,215 | |
| Total Transfer Fund 41 | | \$1,215 | \$1,215 |
| BUDGET INCREASES AND DECREASES | | Revenue | Appropriation |

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 10/28/2020 To 12/01/2020
Board Meeting on 12/14/2020**

| BUDGET INCREASES AND DECREASES | | Revenue | Appropriation |
|---|--------------------------------|-----------------------------|-----------------------------|
| <u>Fund 12: General Fund Restricted</u> | | | |
| 8100 | FEDERAL REVENUES | 128,800 | |
| 8600 | STATE REVENUES | 51,082,249 | |
| 8800 | LOCAL REVENUES | 181,022 | |
| 1000 | ACADEMIC SALARIES | | 366,558 |
| 2000 | CLASSIFIED SALARIES | | 1,210,990 |
| 3000 | EMPLOYEE BENEFITS | | 495,971 |
| 4000 | SUPPLIES & MATERIALS | | (401,523) |
| 5000 | OTHER OPERATING EXP & SERVICES | | 49,349,515 |
| 6000 | CAPITAL OUTLAY | | 315,142 |
| 7000 | OTHER OUTGO | | 55,418 |
| Total Transfer Fund 12 | | <u>\$51,392,071</u> | <u>\$51,392,071</u> |
| <u>Fund 74: Student Financial Aid Fund</u> | | | |
| 8100 | FEDERAL REVENUES | (2,011,233) | |
| 8600 | STATE REVENUES | 260,055 | |
| 7000 | OTHER OUTGO | | (1,751,178) |
| Total Transfer Fund 74 | | <u>\$(1,751,178)</u> | <u>\$(1,751,178)</u> |

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
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This listing provides detailed transfers between major object codes equal to or greater than \$25,000, and all transfers affecting 79XX object to establish new revenue and expense budgets. In each case, a brief explanation is stated.

| BUDGET TRANSFERS | | From | To |
|--|--|-----------------|-----------------|
| <u>Fund 11: General Fund Unrestricted</u> | | | |
| B026810 | 11/17/20 | | |
| 2000 | CLASSIFIED SALARIES | | 17,974 |
| 3000 | EMPLOYEE BENEFITS | | 29,125 |
| 5000 | OTHER OPERATING EXP & SERVICES | 47,099 | |
| Total Reference B026810 | | \$47,099 | \$47,099 |
| Reason: | Adjustment | | |
| Description: | Fund Reorg 1205 FT Gardener Utility Worker | | |
| B026822 | 11/20/20 | | |
| 2000 | CLASSIFIED SALARIES | | 10,012 |
| 3000 | EMPLOYEE BENEFITS | | 3,126 |
| 7900 | RESERVE FOR CONTINGENCIES | 13,138 | |
| Total Reference B026822 | | \$13,138 | \$13,138 |
| Reason: | Adjustment | | |
| Description: | Backfill SRP: Fiscal Services Office (Peter Hardash) | | |
| B026823 | 11/20/20 | | |
| 2000 | CLASSIFIED SALARIES | | 13,542 |
| 3000 | EMPLOYEE BENEFITS | | 9,441 |
| 7900 | RESERVE FOR CONTINGENCIES | 22,983 | |
| Total Reference B026823 | | \$22,983 | \$22,983 |
| Reason: | Adjustment | | |
| Description: | Backfill SRP: Business Operations (Peter Hardash) | | |
| B026824 | 11/20/20 | | |
| 2000 | CLASSIFIED SALARIES | | 58,715 |
| 3000 | EMPLOYEE BENEFITS | | 31,281 |
| 7900 | RESERVE FOR CONTINGENCIES | 89,996 | |
| Total Reference B026824 | | \$89,996 | \$89,996 |
| Reason: | Adjustment | | |
| Description: | Backfill SRP: Board of Trustees dept (Anita Lucarelli) | | |
| B026825 | 11/20/20 | | |
| 2000 | CLASSIFIED SALARIES | | 16,384 |
| 3000 | EMPLOYEE BENEFITS | | 672 |
| 7900 | RESERVE FOR CONTINGENCIES | 17,056 | |
| Total Reference B026825 | | \$17,056 | \$17,056 |
| Reason: | Adjustment | | |
| Description: | Backfill SRP: Board of Trustees dept (Anita Lucarelli) | | |
| B026826 | 11/20/20 | | |
| 2000 | CLASSIFIED SALARIES | | 4,799 |
| 3000 | EMPLOYEE BENEFITS | | 1,499 |
| 7900 | RESERVE FOR CONTINGENCIES | 6,298 | |
| Total Reference B026826 | | \$6,298 | \$6,298 |
| Reason: | Adjustment | | |
| Description: | Backfill SRP: Networking dept (Mueller) | | |

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| BUDGET TRANSFERS | | From | To |
|--|---|------------------|------------------|
| <u>Fund 11: General Fund Unrestricted</u> | | | |
| B026827 | 11/20/20 | | |
| 2000 | CLASSIFIED SALARIES | | 7,554 |
| 3000 | EMPLOYEE BENEFITS | | 2,359 |
| 7900 | RESERVE FOR CONTINGENCIES | 9,913 | |
| Total Reference B026827 | | \$9,913 | \$9,913 |
| Reason: | Adjustment | | |
| Description: | Backfill SRP: Academic Support CEC (Rich Simons) | | |
| B026828 | 11/20/20 | | |
| 2000 | CLASSIFIED SALARIES | | 10,029 |
| 3000 | EMPLOYEE BENEFITS | | 3,131 |
| 7900 | RESERVE FOR CONTINGENCIES | 13,160 | |
| Total Reference B026828 | | \$13,160 | \$13,160 |
| Reason: | Adjustment | | |
| Description: | Backfill SRP: HR (Linda Honda) | | |
| B026829 | 11/20/20 | | |
| 2000 | CLASSIFIED SALARIES | | 2,714 |
| 3000 | EMPLOYEE BENEFITS | | 111 |
| 7900 | RESERVE FOR CONTINGENCIES | 2,825 | |
| Total Reference B026829 | | \$2,825 | \$2,825 |
| Reason: | Adjustment | | |
| Description: | Backfill SRP: HR (Linda Honda) | | |
| B026830 | 11/20/20 | | |
| 1000 | ACADEMIC SALARIES | | 141,578 |
| 3000 | EMPLOYEE BENEFITS | | 49,241 |
| 7900 | RESERVE FOR CONTINGENCIES | 190,819 | |
| Total Reference B026830 | | \$190,819 | \$190,819 |
| Reason: | Adjustment | | |
| Description: | Backfill SRP: Counseling/Student Support (Ruth Babeshoff) | | |
| B026831 | 11/20/20 | | |
| 2000 | CLASSIFIED SALARIES | | 16,935 |
| 3000 | EMPLOYEE BENEFITS | | 5,942 |
| 7900 | RESERVE FOR CONTINGENCIES | 22,877 | |
| Total Reference B026831 | | \$22,877 | \$22,877 |
| Reason: | Adjustment | | |
| Description: | Backfill SRP: Continuing Education (Graciela Chavez) | | |
| B026832 | 11/20/20 | | |
| 2000 | CLASSIFIED SALARIES | | 2,278 |
| 3000 | EMPLOYEE BENEFITS | | 711 |
| 7900 | RESERVE FOR CONTINGENCIES | 2,989 | |
| Total Reference B026832 | | \$2,989 | \$2,989 |
| Reason: | Adjustment | | |
| Description: | Backfill SRP: Custodial (Rigoberto Florentino) | | |

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| BUDGET TRANSFERS | From | To |
|--|--|-----------------|
| <u>Fund 11: General Fund Unrestricted</u> | | |
| B026833 | | |
| 11/20/20 | | |
| 2000 | CLASSIFIED SALARIES | 2,922 |
| 3000 | EMPLOYEE BENEFITS | 912 |
| 7900 | RESERVE FOR CONTINGENCIES | |
| | <u>3,834</u> | |
| Total Reference B026833 | \$3,834 | \$3,834 |
| Reason: | Adjustment | |
| Description: | Backfill SRP: Academic Affairs (Melody Vaught) | |
| B026834 | | |
| 11/20/20 | | |
| 2000 | CLASSIFIED SALARIES | 3,287 |
| 3000 | EMPLOYEE BENEFITS | 1,026 |
| 7900 | RESERVE FOR CONTINGENCIES | |
| | <u>4,313</u> | |
| Total Reference B026834 | \$4,313 | \$4,313 |
| Reason: | Adjustment | |
| Description: | Backfill SRP: Student Services (Linda Winder) | |
| B026835 | | |
| 11/20/20 | | |
| 1000 | ACADEMIC SALARIES | 21,825 |
| 3000 | EMPLOYEE BENEFITS | 4,419 |
| 7900 | RESERVE FOR CONTINGENCIES | |
| | <u>26,244</u> | |
| Total Reference B026835 | \$26,244 | \$26,244 |
| Reason: | Adjustment | |
| Description: | Backfill SRP: Adjunct Faculty (Lynda Armbruster) | |
| B026836 | | |
| 11/20/20 | | |
| 1000 | ACADEMIC SALARIES | 21,825 |
| 3000 | EMPLOYEE BENEFITS | 4,419 |
| 7900 | RESERVE FOR CONTINGENCIES | |
| | <u>26,244</u> | |
| Total Reference B026836 | \$26,244 | \$26,244 |
| Reason: | Adjustment | |
| Description: | Backfill SRP: Adjunct Faculty (Douglas Deaver) | |
| B026837 | | |
| 11/20/20 | | |
| 1000 | ACADEMIC SALARIES | 21,825 |
| 3000 | EMPLOYEE BENEFITS | 4,419 |
| 7900 | RESERVE FOR CONTINGENCIES | |
| | <u>26,244</u> | |
| Total Reference B026837 | \$26,244 | \$26,244 |
| Reason: | Adjustment | |
| Description: | Backfill SRP: Adjunct Faculty (Stephen McLean) | |
| B026838 | | |
| 11/20/20 | | |
| 1000 | ACADEMIC SALARIES | 21,825 |
| 3000 | EMPLOYEE BENEFITS | 4,419 |
| 7900 | RESERVE FOR CONTINGENCIES | |
| | <u>26,244</u> | |
| Total Reference B026838 | \$26,244 | \$26,244 |
| Reason: | Adjustment | |
| Description: | Backfill SRP: Adjunct Faculty (Stewart Myers) | |

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| BUDGET TRANSFERS | From | To |
|--|--|------------------|
| <u>Fund 11: General Fund Unrestricted</u> | | |
| B026839 | | |
| 11/20/20 | | |
| 1000 | | 21,825 |
| 3000 | | 4,419 |
| 7900 | | |
| | 26,244 | |
| Total Reference B026839 | \$26,244 | \$26,244 |
| Reason: | Adjustment | |
| Description: | Backfill SRP: Adjunct Faculty (Laura Wirtz) | |
| B026840 | | |
| 11/20/20 | | |
| 2000 | | 75,326 |
| 3000 | | 23,524 |
| 7900 | | |
| | 98,850 | |
| Total Reference B026840 | \$98,850 | \$98,850 |
| Reason: | Adjustment | |
| Description: | Backfill SRP: A&R Office (Huey Truong) | |
| B026849 | | |
| 11/23/20 | | |
| 2000 | | 1,733 |
| 3000 | | 542 |
| 7900 | | |
| | 2,275 | |
| Total Reference B026849 | \$2,275 | \$2,275 |
| Reason: | Adjustment | |
| Description: | Backfill SRP: A&R office credit dept (K. Dhaliwal) | |
| B026850 | | |
| 11/23/20 | | |
| 2000 | | 47,120 |
| 3000 | | 34,593 |
| 7900 | | |
| | 81,713 | |
| Total Reference B026850 | \$81,713 | \$81,713 |
| Reason: | Adjustment | |
| Description: | Backfill SRP: CJ/Academies dept (Cynthia Vasquez) | |
| B026851 | | |
| 11/23/20 | | |
| 2000 | | 4,788 |
| 3000 | | 1,495 |
| 7900 | | |
| | 6,283 | |
| Total Reference B026851 | \$6,283 | \$6,283 |
| Reason: | Adjustment | |
| Description: | Backfill SRP: A&R Office Credit dept (Beatrice Cain) | |
| B026852 | | |
| 11/23/20 | | |
| 2000 | | 69,354 |
| 3000 | | 52,830 |
| 7900 | | |
| | 122,184 | |
| Total Reference B026852 | \$122,184 | \$122,184 |
| Reason: | Adjustment | |
| Description: | Perm Replace SRP: Custodial (Castrejon, Hernandez, Pech) | |

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| BUDGET TRANSFERS | | From | To |
|--|---|-----------------|-----------------|
| <u>Fund 11: General Fund Unrestricted</u> | | | |
| B026853 | 11/23/20 | | |
| 2000 | CLASSIFIED SALARIES | | 39,801 |
| 3000 | EMPLOYEE BENEFITS | | 12,430 |
| 7900 | RESERVE FOR CONTINGENCIES | 52,231 | |
| Total Reference B026853 | | \$52,231 | \$52,231 |
| Reason: | Adjustment | | |
| Description: | Backfill SRP: Sci, Math, Health Science (Teresa Grijalva) | | |
| B026854 | 11/23/20 | | |
| 2000 | CLASSIFIED SALARIES | | 2,281 |
| 3000 | EMPLOYEE BENEFITS | | 712 |
| 7900 | RESERVE FOR CONTINGENCIES | 2,993 | |
| Total Reference B026854 | | \$2,993 | \$2,993 |
| Reason: | Adjustment | | |
| Description: | Backfill SRP: Administrative Services Office (Maria Taylor) | | |
| B026855 | 11/23/20 | | |
| 2000 | CLASSIFIED SALARIES | | 44,126 |
| 3000 | EMPLOYEE BENEFITS | | 13,780 |
| 7900 | RESERVE FOR CONTINGENCIES | 57,906 | |
| Total Reference B026855 | | \$57,906 | \$57,906 |
| Reason: | Adjustment | | |
| Description: | Backfill SRP: Student Services Office (Karen Scott) | | |
| B026856 | 11/23/20 | | |
| 2000 | CLASSIFIED SALARIES | | 12,963 |
| 3000 | EMPLOYEE BENEFITS | | 4,048 |
| 7900 | RESERVE FOR CONTINGENCIES | 17,011 | |
| Total Reference B026856 | | \$17,011 | \$17,011 |
| Reason: | Adjustment | | |
| Description: | Backfill SRP: Mesa dept (Suzanne Lohmann) | | |
| B026857 | 11/23/20 | | |
| 1000 | ACADEMIC SALARIES | | 21,825 |
| 3000 | EMPLOYEE BENEFITS | | 4,419 |
| 7900 | RESERVE FOR CONTINGENCIES | 26,244 | |
| Total Reference B026857 | | \$26,244 | \$26,244 |
| Reason: | Adjustment | | |
| Description: | Backfill SRP: Adjunct Faculty (James Hester) | | |
| B026858 | 11/23/20 | | |
| 1000 | ACADEMIC SALARIES | | 21,825 |
| 3000 | EMPLOYEE BENEFITS | | 4,419 |
| 7900 | RESERVE FOR CONTINGENCIES | 26,244 | |
| Total Reference B026858 | | \$26,244 | \$26,244 |
| Reason: | Adjustment | | |
| Description: | Backfill SRP: Adjunct Faculty (James Hester) | | |

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| BUDGET TRANSFERS | From | To |
|--|--|-----------------|
| <u>Fund 11: General Fund Unrestricted</u> | | |
| B026859 | | |
| 11/23/20 | | |
| 1000 | ACADEMIC SALARIES | 21,825 |
| 3000 | EMPLOYEE BENEFITS | 4,419 |
| 7900 | RESERVE FOR CONTINGENCIES | |
| | <u>26,244</u> | |
| Total Reference B026859 | \$26,244 | \$26,244 |
| Reason: | Adjustment | |
| Description: | Backfill SRP: Adjunct Faculty (Mark Higgins) | |
| B026860 | | |
| 11/23/20 | | |
| 1000 | ACADEMIC SALARIES | 21,825 |
| 3000 | EMPLOYEE BENEFITS | 4,419 |
| 7900 | RESERVE FOR CONTINGENCIES | |
| | <u>26,244</u> | |
| Total Reference B026860 | \$26,244 | \$26,244 |
| Reason: | Adjustment | |
| Description: | Backfill SRP: Adjunct Faculty (Mila Paunovic) | |
| B026861 | | |
| 11/23/20 | | |
| 1000 | ACADEMIC SALARIES | 21,825 |
| 3000 | EMPLOYEE BENEFITS | 4,419 |
| 7900 | RESERVE FOR CONTINGENCIES | |
| | <u>26,244</u> | |
| Total Reference B026861 | \$26,244 | \$26,244 |
| Reason: | Adjustment | |
| Description: | Backfill SRP: Adjunct Faculty (Brian Schroeder) | |
| B026862 | | |
| 11/23/20 | | |
| 1000 | ACADEMIC SALARIES | 21,825 |
| 3000 | EMPLOYEE BENEFITS | 4,419 |
| 7900 | RESERVE FOR CONTINGENCIES | |
| | <u>26,244</u> | |
| Total Reference B026862 | \$26,244 | \$26,244 |
| Reason: | Adjustment | |
| Description: | Backfill SRP: Adjunct Faculty (Angelina Veyna) | |
| B026863 | | |
| 11/23/20 | | |
| 1000 | ACADEMIC SALARIES | 21,825 |
| 3000 | EMPLOYEE BENEFITS | 4,419 |
| 7900 | RESERVE FOR CONTINGENCIES | |
| | <u>26,244</u> | |
| Total Reference B026863 | \$26,244 | \$26,244 |
| Reason: | Adjustment | |
| Description: | Backfill SRP: Adjunct Faculty (Teresa Wann) | |
| B026864 | | |
| 11/23/20 | | |
| 1000 | ACADEMIC SALARIES | 43,294 |
| 3000 | EMPLOYEE BENEFITS | 8,767 |
| 7900 | RESERVE FOR CONTINGENCIES | |
| | <u>52,061</u> | |
| Total Reference B026864 | \$52,061 | \$52,061 |
| Reason: | Adjustment | |
| Description: | Backfill SRP: Adjunct Faculty (Mary Castellanos) | |

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|--|---|------------------|------------------|
| <u>Fund 11: General Fund Unrestricted</u> | | | |
| B026865 | 11/23/20 | | |
| 1000 | ACADEMIC SALARIES | | 43,294 |
| 3000 | EMPLOYEE BENEFITS | | 8,767 |
| 7900 | RESERVE FOR CONTINGENCIES | 52,061 | |
| Total Reference B026865 | | \$52,061 | \$52,061 |
| Reason: | Adjustment | | |
| Description: | Backfill SRP: Adjunct Faculty (Catherine Shaffer) | | |
| B026866 | 11/23/20 | | |
| 1000 | ACADEMIC SALARIES | | 43,294 |
| 3000 | EMPLOYEE BENEFITS | | 8,767 |
| 7900 | RESERVE FOR CONTINGENCIES | 52,061 | |
| Total Reference B026866 | | \$52,061 | \$52,061 |
| Reason: | Adjustment | | |
| Description: | Backfill SRP: Adjunct Faculty (Martha Vargas) | | |
| B026867 | 11/23/20 | | |
| 2000 | CLASSIFIED SALARIES | | 39,802 |
| 3000 | EMPLOYEE BENEFITS | | 12,429 |
| 7900 | RESERVE FOR CONTINGENCIES | 52,231 | |
| Total Reference B026867 | | \$52,231 | \$52,231 |
| Reason: | Adjustment | | |
| Description: | Backfill SRP: Student Affairs Office (Maria Garibay) | | |
| BCBV6MLA00 | 11/12/20 | | |
| 4000 | SUPPLIES & MATERIALS | | 30,000 |
| 6000 | CAPITAL OUTLAY | 30,000 | |
| Total Reference BCBV6MLA00 | | \$30,000 | \$30,000 |
| Reason: | Adjustment | | |
| Description: | Purchase 50 Mtg Owl - TRI | | |
| B026783 | 11/02/20 | | |
| 4000 | SUPPLIES & MATERIALS | 27,633 | |
| 5000 | OTHER OPERATING EXP & SERVICES | | 27,633 |
| Total Reference B026783 | | \$27,633 | \$27,633 |
| Reason: | Special Project Adjustment | | |
| Description: | Adobe Cloud licenses for student distance learning | | |
| B026784 | 11/02/20 | | |
| 4000 | SUPPLIES & MATERIALS | 328,475 | |
| 6000 | CAPITAL OUTLAY | | 328,475 |
| Total Reference B026784 | | \$328,475 | \$328,475 |
| Reason: | Special Project Adjustment | | |
| Description: | Laptops purchased to facilitate distance learning | | |
| B026785 | 11/02/20 | | |
| 4000 | SUPPLIES & MATERIALS | 26,319 | |
| 6000 | CAPITAL OUTLAY | | 26,319 |
| Total Reference B026785 | | \$26,319 | \$26,319 |
| Reason: | Special Project Adjustment | | |
| Description: | Disinfectant sprayers for office and classroom due to COVID | | |

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| BUDGET TRANSFERS | From | To |
|---|-----------------|-----------------|
| <u>Fund 12: General Fund Restricted</u> | | |
| BC50MZ7BKY 11/17/20 | | |
| 2000 CLASSIFIED SALARIES | 25,000 | |
| 4000 SUPPLIES & MATERIALS | | 10,000 |
| 6000 CAPITAL OUTLAY | | 15,000 |
| Total Reference BC50MZ7BKY | \$25,000 | \$25,000 |
| Reason: Special Project Adjustment | | |
| Description: Transfer funds for instructional and equipment accounts | | |
| BC8D07CJV9 11/16/20 | | |
| 1000 ACADEMIC SALARIES | | 9,380 |
| 2000 CLASSIFIED SALARIES | 38,227 | |
| 3000 EMPLOYEE BENEFITS | 14,211 | |
| 4000 SUPPLIES & MATERIALS | | 16,500 |
| 5000 OTHER OPERATING EXP & SERVICES | | 18,000 |
| 7000 OTHER OUTGO | | 8,558 |
| Total Reference BC8D07CJV9 | \$52,438 | \$52,438 |
| Reason: Special Project Adjustment | | |
| Description: Student activity support due to 35% project director cost support by SEAP | | |
| BCGQRATFC0 11/16/20 | | |
| 2000 CLASSIFIED SALARIES | 30,000 | |
| 4000 SUPPLIES & MATERIALS | | 30,000 |
| Total Reference BCGQRATFC0 | \$30,000 | \$30,000 |
| Reason: Special Project Adjustment | | |
| Description: Funding instructional supplies account | | |
| BCGYJ8N3WU 11/19/20 | | |
| 4000 SUPPLIES & MATERIALS | 55,830 | |
| 5000 OTHER OPERATING EXP & SERVICES | | 55,830 |
| Total Reference BCGYJ8N3WU | \$55,830 | \$55,830 |
| Reason: Adjustment | | |
| Description: Fund RAR approved items FY20-21 | | |
| BCHZ0GD3KQ 11/25/20 | | |
| 4000 SUPPLIES & MATERIALS | | 30,893 |
| 5000 OTHER OPERATING EXP & SERVICES | | 4,457 |
| 6000 CAPITAL OUTLAY | 35,350 | |
| Total Reference BCHZ0GD3KQ | \$35,350 | \$35,350 |
| Reason: Special Project Adjustment | | |
| Description: Fund projects: Diesel, Fire, and EMT | | |
| BCKODF06AZ 10/29/20 | | |
| 2000 CLASSIFIED SALARIES | | 47,342 |
| 3000 EMPLOYEE BENEFITS | | 6,058 |
| 5000 OTHER OPERATING EXP & SERVICES | 53,400 | |
| Total Reference BCKODF06AZ | \$53,400 | \$53,400 |
| Reason: Special Project Adjustment | | |
| Description: BSI funds for Learning Center Facilitators extended hours | | |

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|---|------------------|------------------|
| <u>Fund 12: General Fund Restricted</u> | | |
| BCVQSMJ3KF 12/01/20 | | |
| 5000 OTHER OPERATING EXP & SERVICES | 54,000 | |
| 6000 CAPITAL OUTLAY | | 54,000 |
| Total Reference BCVQSMJ3KF | \$54,000 | \$54,000 |
| Reason: Special Project Adjustment | | |
| Description: Set up budget for CEC laptops | | |
| BCARUOMSFH 11/25/20 | | |
| 1000 ACADEMIC SALARIES | | 20,790 |
| 3000 EMPLOYEE BENEFITS | | 4,210 |
| 5000 OTHER OPERATING EXP & SERVICES | 25,000 | |
| Total Reference BCARUOMSFH | \$25,000 | \$25,000 |
| Reason: New Budget | | |
| Description: Fund approved RAR items for PT SCE coordination assignments | | |
| BCEO61ZLRI 11/17/20 | | |
| 1000 ACADEMIC SALARIES | | 92,308 |
| 3000 EMPLOYEE BENEFITS | | 18,692 |
| 5000 OTHER OPERATING EXP & SERVICES | 111,000 | |
| Total Reference BCEO61ZLRI | \$111,000 | \$111,000 |
| Reason: Adjustment | | |
| Description: Transfer for SCE departments under 13-0003 FY20-21 | | |
| BCNOUYG8ZI 11/19/20 | | |
| 4000 SUPPLIES & MATERIALS | | 47,500 |
| 5000 OTHER OPERATING EXP & SERVICES | 119,259 | |
| 6000 CAPITAL OUTLAY | | 71,759 |
| Total Reference BCNOUYG8ZI | \$119,259 | \$119,259 |
| Reason: Adjustment | | |
| Description: Fund RAR approved items for FY20-21 | | |
| BCOQSHFTIL 11/17/20 | | |
| 1000 ACADEMIC SALARIES | | 116,424 |
| 2000 CLASSIFIED SALARIES | | 3,817 |
| 3000 EMPLOYEE BENEFITS | | 24,759 |
| 5000 OTHER OPERATING EXP & SERVICES | 145,000 | |
| Total Reference BCOQSHFTIL | \$145,000 | \$145,000 |
| Reason: Adjustment | | |
| Description: Transfers for Student Services depts under 13-0003 FY20-21 | | |
| BC2BOQISFN 10/28/20 | | |
| 2000 CLASSIFIED SALARIES | 65,900 | |
| 4000 SUPPLIES & MATERIALS | | 65,900 |
| Total Reference BC2BOQISFN | \$65,900 | \$65,900 |
| Reason: Special Project Adjustment | | |
| Description: Instructional supplies expenses to CSPP and CCTR | | |
| BC3SNYIFAP 12/01/20 | | |
| 2000 CLASSIFIED SALARIES | 58,000 | |
| 4000 SUPPLIES & MATERIALS | | 58,000 |
| Total Reference BC3SNYIFAP | \$58,000 | \$58,000 |
| Reason: Special Project Adjustment | | |
| Description: Fund instructional and non-instructional supplies (all centers) | | |

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From 10/28/2020 To 12/01/2020
Board Meeting on 12/14/2020

| BUDGET TRANSFERS | From | To |
|--|-----------------|-----------------|
| Fund 33: Child Development Fund | | |
| BCH5A2ONLP 11/16/20 | | |
| 1000 ACADEMIC SALARIES | | 79,896 |
| 2000 CLASSIFIED SALARIES | 96,725 | |
| 3000 EMPLOYEE BENEFITS | | 16,829 |
| Total Reference BCH5A2ONLP | \$96,725 | \$96,725 |

Reason: Special Project Adjustment
Description: Correct budget on academic management

| BUDGET INCREASES AND DECREASES | Revenue | Appropriation |
|---|----------------|----------------------|
| Fund 12: General Fund Restricted | | |
| B026775 10/28/20 | | |
| 4000 SUPPLIES & MATERIALS | | (54,000) |
| 6000 CAPITAL OUTLAY | | 54,000 |
| Total Reference B026775 | \$0 | \$0 |

Reason: New Budget
Description: Set up budget in COVID Federal Block Grant for SEC laptops

| | | |
|-------------------------------------|------------------|------------------|
| B026795 11/09/20 | | |
| 8800 LOCAL REVENUES | 125,000 | |
| 1000 ACADEMIC SALARIES | | 57,875 |
| 2000 CLASSIFIED SALARIES | | 16,331 |
| 3000 EMPLOYEE BENEFITS | | 12,552 |
| 4000 SUPPLIES & MATERIALS | | 1,150 |
| 5000 OTHER OPERATING EXP & SERVICES | | 34,592 |
| 7000 OTHER OUTGO | | 2,500 |
| Total Reference B026795 | \$125,000 | \$125,000 |

Reason: New Budget
Description: Behavior Technician Certificate Program - Y2 SCC SP# 3243

| | | |
|-------------------------------------|-----------------|-----------------|
| B026797 11/09/20 | | |
| 8600 STATE REVENUES | 23,958 | |
| 1000 ACADEMIC SALARIES | | 4,210 |
| 2000 CLASSIFIED SALARIES | | (33,650) |
| 3000 EMPLOYEE BENEFITS | | (6,155) |
| 4000 SUPPLIES & MATERIALS | | 5,743 |
| 5000 OTHER OPERATING EXP & SERVICES | | (3,837) |
| 6000 CAPITAL OUTLAY | | 1,431 |
| 7000 OTHER OUTGO | | 56,216 |
| Total Reference B026797 | \$23,958 | \$23,958 |

Reason: New Budget
Description: #2061 SAC CalWORKS

| | | |
|-------------------------------------|------------------|------------------|
| B026806 11/12/20 | | |
| 8100 FEDERAL REVENUES | 326,002 | |
| 1000 ACADEMIC SALARIES | | 6,108 |
| 2000 CLASSIFIED SALARIES | | 189,494 |
| 3000 EMPLOYEE BENEFITS | | 99,384 |
| 4000 SUPPLIES & MATERIALS | | 3,000 |
| 5000 OTHER OPERATING EXP & SERVICES | | 28,016 |
| Total Reference B026806 | \$326,002 | \$326,002 |

Reason: New Budget
Description: SP#1634 Student Support Services

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 10/28/2020 To 12/01/2020
Board Meeting on 12/14/2020

| BUDGET INCREASES AND DECREASES | | Revenue | Appropriation |
|--|--|---------------------|----------------------|
| <u>Fund 12: General Fund Restricted</u> | | | |
| B026809 | 11/17/20 | | |
| 8600 | STATE REVENUES | 20,122,756 | |
| 2000 | CLASSIFIED SALARIES | | 637,690 |
| 3000 | EMPLOYEE BENEFITS | | 310,325 |
| 5000 | OTHER OPERATING EXP & SERVICES | | 19,174,741 |
| Total Reference B026809 | | \$20,122,756 | \$20,122,756 |
| Reason: | New Budget | | |
| Description: | DO SWP 20-21 Regional Share SP 2247 | | |
| B026812 | 11/17/20 | | |
| 8600 | STATE REVENUES | 1,717,026 | |
| 5000 | OTHER OPERATING EXP & SERVICES | | 1,717,026 |
| Total Reference B026812 | | \$1,717,026 | \$1,717,026 |
| Reason: | New Budget | | |
| Description: | SAC SWP FY20-21 Local Share SP 2248 | | |
| B026813 | 11/17/20 | | |
| 8600 | STATE REVENUES | 960,857 | |
| 1000 | ACADEMIC SALARIES | | 132,236 |
| 2000 | CLASSIFIED SALARIES | | 524,081 |
| 3000 | EMPLOYEE BENEFITS | | 262,584 |
| 4000 | SUPPLIES & MATERIALS | | 2,000 |
| 5000 | OTHER OPERATING EXP & SERVICES | | 39,956 |
| Total Reference B026813 | | \$960,857 | \$960,857 |
| Reason: | New Budget | | |
| Description: | SCC SWP FY20-21 Local Share SP 2248 | | |
| B026814 | 11/18/20 | | |
| 4000 | SUPPLIES & MATERIALS | | (258,280) |
| 6000 | CAPITAL OUTLAY | | 258,280 |
| Total Reference B026814 | | \$0 | \$0 |
| Reason: | Special Project Adjustment | | |
| Description: | Reallocate COVID-19 Block Grant from DO to SCC | | |
| B026841 | 11/22/20 | | |
| 8100 | FEDERAL REVENUES | (28,579) | |
| 1000 | ACADEMIC SALARIES | | (800) |
| 2000 | CLASSIFIED SALARIES | | (11,473) |
| 3000 | EMPLOYEE BENEFITS | | (21,745) |
| 4000 | SUPPLIES & MATERIALS | | 4,950 |
| 5000 | OTHER OPERATING EXP & SERVICES | | 489 |
| Total Reference B026841 | | \$(28,579) | \$(28,579) |
| Reason: | New Budget | | |
| Description: | #1101 WIOA Title II FY20/21 Budget SAC | | |

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 10/28/2020 To 12/01/2020
Board Meeting on 12/14/2020

| BUDGET INCREASES AND DECREASES | | Revenue | Appropriation |
|--|--|--------------------|----------------------|
| <u>Fund 12: General Fund Restricted</u> | | | |
| B026842 | 11/22/20 | | |
| 8100 | FEDERAL REVENUES | 940 | |
| 1000 | ACADEMIC SALARIES | | 83,738 |
| 2000 | CLASSIFIED SALARIES | | (55,259) |
| 3000 | EMPLOYEE BENEFITS | | (40,874) |
| 4000 | SUPPLIES & MATERIALS | | 15,157 |
| 5000 | OTHER OPERATING EXP & SERVICES | | (1,822) |
| Total Reference B026842 | | \$940 | \$940 |
| Reason: | New Budget | | |
| Description: | #1102 WIOA Title II FY20/21 Budget SAC | | |
| B026843 | 11/22/20 | | |
| 8100 | FEDERAL REVENUES | (103,857) | |
| 1000 | ACADEMIC SALARIES | | 6,695 |
| 2000 | CLASSIFIED SALARIES | | (48,559) |
| 3000 | EMPLOYEE BENEFITS | | (62,497) |
| 4000 | SUPPLIES & MATERIALS | | 504 |
| Total Reference B026843 | | \$(103,857) | \$(103,857) |
| Reason: | New Budget | | |
| Description: | #1106 WIOA Title II FY20/21 Budget SAC | | |
| B026844 | 11/22/20 | | |
| 8100 | FEDERAL REVENUES | (40,275) | |
| 1000 | ACADEMIC SALARIES | | (9,656) |
| 2000 | CLASSIFIED SALARIES | | (9,372) |
| 3000 | EMPLOYEE BENEFITS | | (16,762) |
| 4000 | SUPPLIES & MATERIALS | | (2,085) |
| 5000 | OTHER OPERATING EXP & SERVICES | | (2,400) |
| Total Reference B026844 | | \$(40,275) | \$(40,275) |
| Reason: | New Budget | | |
| Description: | #1109 WIOA TITLE II FY2021 Budget SAC | | |
| B026845 | 11/22/20 | | |
| 8100 | FEDERAL REVENUES | (33,021) | |
| 2000 | CLASSIFIED SALARIES | | (17,813) |
| 3000 | EMPLOYEE BENEFITS | | (13,946) |
| 5000 | OTHER OPERATING EXP & SERVICES | | (1,262) |
| Total Reference B026845 | | \$(33,021) | \$(33,021) |
| Reason: | New Budget | | |
| Description: | #1101 WIOA TITLE II FY20/21 Budget SCC | | |
| B026846 | 11/22/20 | | |
| 8100 | FEDERAL REVENUES | (54,056) | |
| 2000 | CLASSIFIED SALARIES | | (28,055) |
| 3000 | EMPLOYEE BENEFITS | | (31,386) |
| 5000 | OTHER OPERATING EXP & SERVICES | | 5,385 |
| Total Reference B026846 | | \$(54,056) | \$(54,056) |
| Reason: | New Budget | | |
| Description: | #1106 WIOA TITLE II FY20/21 Budget SCC | | |

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 10/28/2020 To 12/01/2020
Board Meeting on 12/14/2020

| BUDGET INCREASES AND DECREASES | | Revenue | Appropriation |
|--|---|---------------------|----------------------|
| <u>Fund 12: General Fund Restricted</u> | | | |
| B026847 | 11/22/20 | | |
| 8100 | FEDERAL REVENUES | (39,020) | |
| 1000 | ACADEMIC SALARIES | | 26,996 |
| 2000 | CLASSIFIED SALARIES | | (47,590) |
| 3000 | EMPLOYEE BENEFITS | | (17,779) |
| 5000 | OTHER OPERATING EXP & SERVICES | | (647) |
| Total Reference B026847 | | \$(39,020) | \$(39,020) |
| Reason: | New Budget | | |
| Description: | #1102 WIOA TITLE II FY21/20 Budget SCC | | |
| B026848 | 11/22/20 | | |
| 8100 | FEDERAL REVENUES | 27,175 | |
| 1000 | ACADEMIC SALARIES | | 4,554 |
| 2000 | CLASSIFIED SALARIES | | 11,797 |
| 3000 | EMPLOYEE BENEFITS | | 3,363 |
| 4000 | SUPPLIES & MATERIALS | | 1,570 |
| 5000 | OTHER OPERATING EXP & SERVICES | | 5,891 |
| Total Reference B026848 | | \$27,175 | \$27,175 |
| Reason: | New Budget | | |
| Description: | #1108 WIOA TITLE II FY20/21 Budget SCC | | |
| B026870 | 11/24/20 | | |
| 4000 | SUPPLIES & MATERIALS | | (113,784) |
| 5000 | OTHER OPERATING EXP & SERVICES | | 113,784 |
| Total Reference B026870 | | \$0 | \$0 |
| Reason: | Special Project Adjustment | | |
| Description: | Reallocate COVID Block Grant Federal Portion from DO to SAC | | |
| BCCLVP54YU | 11/05/20 | | |
| 8600 | STATE REVENUES | 16,000,000 | |
| 5000 | OTHER OPERATING EXP & SERVICES | | 16,000,000 |
| Total Reference BCCLVP54YU | | \$16,000,000 | \$16,000,000 |
| Reason: | New Budget | | |
| Description: | FA Key Talent new budget FY20/21 | | |
| BCOFW6QSX8 | 11/19/20 | | |
| 8100 | FEDERAL REVENUES | 75,863 | |
| 2000 | CLASSIFIED SALARIES | | 75,863 |
| Total Reference BCOFW6QSX8 | | \$75,863 | \$75,863 |
| Reason: | Special Project Adjustment | | |
| Description: | Adjust revenue to flex G5 | | |
| BCTZR41PHD | 11/18/20 | | |
| 8600 | STATE REVENUES | 1,443,000 | |
| 5000 | OTHER OPERATING EXP & SERVICES | | 1,443,000 |
| Total Reference BCTZR41PHD | | \$1,443,000 | \$1,443,000 |
| Reason: | New Budget | | |
| Description: | DII DSP FY20/21 new budget | | |

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 10/28/2020 To 12/01/2020
Board Meeting on 12/14/2020

| BUDGET INCREASES AND DECREASES | Revenue | Appropriation |
|---|----------------------------|----------------------------|
| <u>Fund 12: General Fund Restricted</u> | | |
| BCUYTV1BHD 10/28/20 | | |
| 8600 STATE REVENUES | 270,718 | |
| 5000 OTHER OPERATING EXP & SERVICES | | 270,718 |
| Total Reference BCUYTV1BHD | <u>\$270,718</u> | <u>\$270,718</u> |
| Reason: Special Project Adjustment | | |
| Description: FY19/20 Sept 2020 Modified Participation Agreement: SAC | | |
| BCXVK673FZ 11/23/20 | | |
| 8800 LOCAL REVENUES | 36,000 | |
| 2000 CLASSIFIED SALARIES | | 27,450 |
| 3000 EMPLOYEE BENEFITS | | 8,550 |
| Total Reference BCXVK673FZ | <u>\$36,000</u> | <u>\$36,000</u> |
| Reason: New Budget | | |
| Description: New approved budget, SP 3658 | | |
| BCZ4XUIN5K 11/18/20 | | |
| 8600 STATE REVENUES | 10,500,000 | |
| 5000 OTHER OPERATING EXP & SERVICES | | 10,500,000 |
| Total Reference BCZ4XUIN5K | <u>\$10,500,000</u> | <u>\$10,500,000</u> |
| Reason: New Budget | | |
| Description: DII DST FY20/21 new budget | | |
| B026778 10/30/20 | | |
| 8600 STATE REVENUES | 188,052 | |
| 7000 OTHER OUTGO | | 188,052 |
| Total Reference B026778 | <u>\$188,052</u> | <u>\$188,052</u> |
| Reason: New Budget | | |
| Description: Disaster Relief: Emergency Student Financial Aid Allocation | | |
| B026780 10/30/20 | | |
| 8600 STATE REVENUES | 72,003 | |
| 7000 OTHER OUTGO | | 72,003 |
| Total Reference B026780 | <u>\$72,003</u> | <u>\$72,003</u> |
| Reason: New Budget | | |
| Description: Disaster Relief: Emergency Student Financial Aid Allocation | | |
| B026801 11/12/20 | | |
| 8100 FEDERAL REVENUES | 97,935 | |
| 7000 OTHER OUTGO | | 97,935 |
| Total Reference B026801 | <u>\$97,935</u> | <u>\$97,935</u> |
| Reason: Special Project Adjustment | | |
| Description: #1416 DIRECT LOAN PY - SAC budget update | | |
| B026802 11/12/20 | | |
| 8100 FEDERAL REVENUES | (87,372) | |
| 7000 OTHER OUTGO | | (87,372) |
| Total Reference B026802 | <u>\$(87,372)</u> | <u>\$(87,372)</u> |
| Reason: Special Project Adjustment | | |
| Description: #1412 SEOG PY - SAC budget update | | |

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 10/28/2020 To 12/01/2020
Board Meeting on 12/14/2020

| BUDGET INCREASES AND DECREASES | | Revenue | Appropriation |
|--|------------------|--------------------|----------------------|
| <u>Fund 74: Student Financial Aid Fund</u> | | | |
| B026804 | 11/12/20 | | |
| 8100 | FEDERAL REVENUES | 129,851 | |
| 7000 | OTHER OUTGO | | 129,851 |
| Total Reference B026804 | | 129,851 | 129,851 |
| Reason: Special Project Adjustment | | | |
| Description: #1402 SEOG - SAC budget update | | | |
| B026805 | 11/12/20 | | |
| 8100 | FEDERAL REVENUES | (96,814) | |
| 7000 | OTHER OUTGO | | (96,814) |
| Total Reference B026805 | | (96,814) | (96,814) |
| Reason: Special Project Adjustment | | | |
| Description: #1402 SEOG - SCC budget update | | | |
| B026868 | 11/24/20 | | |
| 8100 | FEDERAL REVENUES | (654,836) | |
| 7000 | OTHER OUTGO | | (654,836) |
| Total Reference B026868 | | (654,836) | (654,836) |
| Reason: Special Project Adjustment | | | |
| Description: Update budget to align with G5 fund authorization in FY20/21 | | | |
| B026869 | 11/24/20 | | |
| 8100 | FEDERAL REVENUES | (1,425,982) | |
| 7000 | OTHER OUTGO | | (1,425,982) |
| Total Reference B026869 | | (1,425,982) | (1,425,982) |
| Reason: Special Project Adjustment | | | |
| Description: Update budget to align with G5 fund authorization in FY20/21 | | | |

RECOMMENDATION

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

5.2 (17)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD REPORT - INTRAFUND AND INTERFUND TRANSFERS
From 10/28/2020 To 12/01/2020
Board Meeting on 12/14/2020**

BACKGROUND

Intrafund transfers are the transfers of monies within a fund of the district. Interfund transfers are the transfers of monies between funds of the district.

ANALYSIS

This listing provides details on each intrafund and interfund transfer for the period and funds indicated.

INTRAFUND

| <u>Date</u> | <u>Reference#</u> | <u>Description</u> | <u>Amount</u> |
|-------------|-------------------|--|---------------|
| 10/30/20 | J062687 | 231 Adult Secondary Edu/GED SAC - FD11 TO FD12 Correct J060733 | 35.76 |
| 10/30/20 | J062722 | 243 English Literacy & Civics Ed - FD 11 to FD12 Correct J060731 | 283.81 |
| 10/30/20 | J062724 | 231 Adult Basic Education & ESL - FD 11 to FD12 Correct J060732 | 15.03 |

INTERFUND

| <u>Date</u> | <u>Reference#</u> | <u>Description</u> | <u>Amount</u> |
|-------------|-------------------|--------------------------------|---------------|
| 11/19/20 | J062857 | Interfund Transfr FD11 to FD41 | 1,500,000.00 |

RECOMMENDATION

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

5.2 (18)

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

| | | | |
|---------|---|-------|-------------------|
| To: | Board of Trustees | Date: | December 14, 2020 |
| Re: | Acceptance of the 2019-20 Measure Q Citizens' Bond Oversight Committee Annual Report to the Community | | |
| Action: | Request for Acceptance | | |

BACKGROUND

Following the District's successful passage of the Santa Ana College Facilities Improvement District No. 1, Measure Q Bond in November 2012, the Board of Trustees appointed a Citizens' Bond Oversight Committee to comply with the requirements of Proposition 39. One of the responsibilities and duties of the Citizens' Bond Oversight Committee is to report annually to the Board of Trustees and the community on the District's compliance on all the requirements of a Proposition 39 bond including the annual financial and performance audits. This annual report has been reviewed and approved by the Citizens' Bond Oversight Committee at its November 5, 2020 meeting.

ANALYSIS

A copy of the report was provided with the Board docket. Printed copies of this report will be available to the community at their request. The report, in pdf format, is also available on the District [website](#). This report covers bond funded activities and financial information for the period July 1, 2019 through June 30, 2020.

RECOMMENDATION

It is recommended the Board of Trustees accept the 2019-20 Measure Q Citizens' Bond Oversight Committee Annual Report to the Community as presented.

| | | | |
|-----------------|--|-------------|-------------------|
| Fiscal Impact: | None | Board Date: | December 14, 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 - BUSINESS OPERATIONS/FISCAL SERVICES**

| | | | |
|---------|---|-------|-------------------|
| To: | Board of Trustees | Date: | December 14, 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 as needed.

ANALYSIS

Jim Hossfeld served the committee since his appointment in 2015 and served as chair during 2017-18, 2018-19, and 2019-20. As of November 5, 2020, he stepped down due to work assignment that has taken him out of the area. As a result, the District reached out to past committee member Kenneth Nguyen who is willing to return after being off the committee for more than one year. It is recommended that Kenneth Nguyen be re-appointed as a community-at-large representative along with the full committee as presented below:

| Name | Membership Category | Recommended Action |
|-------------------|-------------------------------|--|
| Alberta Christy | SAC Foundation Representative | Continued appointment – February 2023 |
| Paul Gonzales | Community at-large #1 | Continued appointment – January 2022 |
| Drew Hatcher | Business Organization | Continued appointment – November 2022 |
| Irma Avila Macias | Community at-large #2 | Continued appointment – January 2022 |
| Kenneth Nguyen | Community at-large #4 | Re-Appointment – January 2023 |
| Teresa Saldivar | Community at-large #3 | Continued appointment – November 2022 |
| Martha Uriarte | SAC Student | Continued appointment (one year term with the optional second year term) June 2022 |
| Vacant | Community at-large #5 | |
| Vacant | Community at-large #6 | |
| Vacant | Senior Citizens' Organization | |
| Vacant | Taxpayers Association | |

RECOMMENDATION

It is recommended the Board of Trustees approve appointments as well as continue and reaffirm the membership of the Measure Q Citizens' Bond Oversight Committee as presented.

| | | | |
|-----------------|--|-------------|-------------------|
| Fiscal Impact: | None | Board Date: | December 14, 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 - BUSINESS OPERATIONS/FISCAL SERVICES**

| | | | |
|---------|--|-------|-------------------|
| To: | Board of Trustees | Date: | December 14, 2020 |
| Re: | Adoption of Resolution No. 20-19 Regarding Bid #1386 Award for the Russell Hall Replacement (Health Sciences) Project at Santa Ana College | | |
| Action: | Request for Adoption | | |

BACKGROUND

This is a Resolution for a contingent approval to award Bid #1386 for the Russell Hall Replacement (Health Sciences) Project at Santa Ana College. The project includes two separate construction phases: 1) construction of a new 3-story building and 2) demolition of the existing Russell Hall building. The project is a State and locally funded project, and requires a Resolution approving the award of bid by the Board of Trustees, prior to submission of the request to award the construction contract to the State Chancellor's Office. The State Chancellor's Office will then review and approve the request to proceed with the award of bid for construction. Approval of this Resolution by the Board of Trustees is a contingent award of bid upon the State Chancellor's Office approval to proceed with construction of the new Health Sciences Building (Phase 1). Upon construction completion, the District shall proceed with the bid for Russell Hall Demolition (Phase 2), and there will be a future Board Resolution, as well as a separate contingent bid award as the District is required to attain the State Chancellor's Office approval.

ANALYSIS

Bid #1386 for the Russell Hall Replacement (Health Sciences) Project at Santa Ana College was advertised in the Orange County Register on July 12, 2020 and July 19, 2020. A Notice Inviting Formal Bids was sent to the District's four prequalified general contractors on July 13, 2020. Bids were opened on October 29, 2020, as noted on the attached bid summary. The District received four bids and a bid protest. District staff requested legal review of the bids, the bid protest, the responses to the bid protest and all related documents for the bid. The District consulted with legal counsel, Kimble R. Cook of Orbach Huff Suarez & Henderson LLP, and the District is recommending awarding Bid #1386 to Balfour Beatty Construction, LLC.

The first apparent low bidder, McCarthy Building Companies, Inc. (Newport Beach) was deemed nonresponsive. Balfour Beatty Construction, LLC (San Diego) submitted the next lowest responsive bid in the amount of \$33,993,176, which is within the District's target budget. District staff has completed a due diligence review of the bid proposal to ensure compliance with license and bid bond requirements. After review of the bid received, the District recommends approval of Resolution No. 20-19 Regarding Bid No. 1386 Award for the Russell Hall Replacement (Health Sciences) Project at Santa Ana College to Balfour Beatty Construction, LLC, contingent upon the State Chancellor's Office approval.

In anticipation and upon approval of notification from the State Chancellor’s Office to award the bid, the District’s Interim Vice Chancellor of Business Operations and Fiscal Services, is authorized to execute the construction contract and other required documents per Board Policy and Administrative Regulation 6150.

The anticipated start date is January 18, 2020, contingent upon the State Chancellor’s Office approval. The estimated construction duration is 790 calendar days from issuance of the Notice to Proceed (“NTP”).

This project is funded by Capital Outlay Funds and State Funding and is subject to the CSWPA as a Covered Project.

RECOMMENDATION

It is recommended the Board of Trustees adopt Resolution No. 20-19 Regarding Bid #1386 Award for the Russell Hall Replacement (Health Sciences) Project at Santa Ana College.

| | | |
|-----------------|--|-------------------------------|
| Fiscal Impact: | \$33,993,176 | Board Date: December 14, 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

| | | |
|------------------|---|---|
| BID #1386 | PROJECT: Russell Hall Replacement (Health Sciences) Project at Santa Ana College | TIME: 2:00 P.M. BID OPENING TIME: 3:00 P.M. DATE: October 29, 2020 |
|------------------|---|---|

BIDDERS

TOTAL BASE BID AMOUNT

McCarthy Building Companies, Inc.
20401 Southwest Birch Street
Newport Beach, CA, 92660

\$33,255,083
*non-responsive

Balfour Beatty Construction, LLC
10620 Trenea Street, Suite 300
San Diego, CA, 92131

\$33,993,176

Pinner Construction Company, Inc.
1255 S. Lewis Street
Anaheim, CA, 92805

\$34,347,000

Harper Construction Company, Inc.
2241 Kettner Boulevard, Suite 300
San Diego, CA, 92101

\$35,279,000

4 TOTAL BIDDERS

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

**Resolution of the Board of Trustees Regarding Bid No. 1386 Award for the
Santa Ana College Russell Hall Replacement (Health Sciences) Project**

Resolution No. 20-19

WHEREAS, the Rancho Santiago Community College District (District) received Division of State Architect (DSA) approval of the Russell Hall Replacement (Health Sciences) project at Santa Ana College on April 7, 2020; and

WHEREAS, the construction of the new Health Sciences project includes two construction phases: Phase 1) construction of a new 3-story building and Phase 2) demolition of the existing Russell Hall building; and

WHEREAS, the project is both a state and locally funded project, where a portion of each phase will be reimbursed by the State; and

WHEREAS, Bid #1386 for the Russell Hall Replacement (Health Sciences) Project at Santa Ana College was advertised in the Orange County Register on July 12, 2020 and July 19, 2020 and the District has undertaken and advertised for bids to construct Phase 1 the new Russell Hall Replacement (Health Sciences) at Santa Ana College and Phase 2 demolition will be advertised and bid separately for State approval as required; and

WHEREAS, four bids were received on October 29, 2020 and publicly opened; and

WHEREAS, the lowest bidder was deemed non-responsive; and

WHEREAS, therefore, the lowest responsive bidder was Balfour Beatty Construction, LLC with a total bid amount of \$33,993,176; and

WHEREAS, construction is scheduled to begin in January 2020, contingent upon the State Chancellor's Office approval; and

WHEREAS, upon notification of approval from the State Chancellor's Office to award the bid, the Board hereby delegates to the District's Interim Vice Chancellor of Business Operations and Fiscal Services, who is hereby authorized and directed, to execute the construction contract and other required documents per Board Policy and Administrative Regulation 6150; and

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Rancho Santiago Community College District approve the Bid Award for the Santa Ana College Russell Hall Replacement (Health Sciences) Project (Phase 1) in the amount of \$33,993,176, contingent upon State Chancellor's Office approval.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of Rancho Santiago Community College District on this 14th day of December, 2020, by the following vote:

AYES: _____

NOES: _____

ABSTENTIONS: _____

I, _____, President of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

President of the Board of Trustees
Rancho Santiago Community College District

I, _____, Clerk of the Board of Trustees of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Rancho Santiago Community College District Governing Board at a regular meeting thereof held on the 14th day of December, 2020, by the above described vote of the Governing Board;

Clerk of the Board of Trustees
Rancho Santiago Community College District

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Rancho Santiago Community College District Governing Board this 14th day of December, 2020.

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

| | | |
|---------|--|-------------------------|
| To: | Board of Trustees | Date: December 14, 2020 |
| Re: | Approval of Agreement with SVA Architects, Inc. – Architectural and Engineering Services for the Next Gen Drone and Autonomous Systems Technology Collaborative at Santa Ana College | |
| Action: | Request for Approval | |

BACKGROUND

This is a new agreement for architectural and engineering services for the Next Gen Drone and Autonomous Systems Technology Collaborative, which is part of the Regional Strong Workforce Grant project at Santa Ana College. This project is requested by Santa Ana College in compliance with Board Policy and Administrative Regulation 6601 Facility Modification and New Construction. The college has developed curriculum involving the use of drones in multiple areas that include Business, Criminal Justice, and Digital Media. The college desires to establish drone flight areas on campus that are safe, legal, and convenient for instruction and classes that will be training students for careers in the drone industry. Students who take this course can obtain opportunities to engage with industries that employ drone-based services. The architect's scope of work includes site assessments, enclosure design options, and structural engineering to design a "drone pen enclosure" on the campus tennis courts which can serve as a dual-purpose use and is in a location that would allow and contain drone flight use.

The scope of the architect's services includes design and engineering, Division of the State Architect (DSA) approval, applicable agency review and approvals, construction administration, and DSA certification and project close-out.

ANALYSIS

A Request for Proposal #2021-282, Architectural and Engineering Services for the Next Gen Drone and Autonomous Systems Technology Collaborative at Santa Ana College, was solicited on October 16, 2020 to 16 prequalified firms with a due date of November 9, 2020. The District received one response from SVA Architects, Inc. (Santa Ana). A screening panel convened on November 16, 2020 to review the proposal. The selection committee recommends SVA Architects, Inc. after a thorough review based upon the culmination of their RFP response, experience, team members, positive reference checks, approach to the project, fee, schedule and familiarity with system commissioning services. It is recommended the District enter into an agreement with SVA Architects, Inc. to provide Architectural and Engineering Services for the Drone Program at Santa Ana College

The services covered by this agreement shall commence on December 15, 2020 and ends when the notice of completion for the construction work, Division of State Architect Certification and

when project close-out has been achieved. The contract is a fixed fee of \$90,000. The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is funded by General Fund Restricted.

RECOMMENDATION

It is recommended the Board of Trustees approve the agreement with SVA Architects, Inc. – Architectural and Engineering Services for the Next Gen Drone and Autonomous Systems Technology Collaborative, as part of the Regional Strong Workforce Grant Project, at Santa Ana College as presented.

| | | |
|-----------------|--|-------------------------------|
| Fiscal Impact: | \$90,000 | Board Date: December 14, 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: 12/14/20

Project: Drone Program

Site: **Santa Ana College**

Consultants: **SVA Architects, Inc.**

Type of Service: Architectural Services

| Agreement Summary | Amount | Reimbursables | Start | Duration End |
|-------------------------------|--------------------|----------------------|--------------|-------------------------------|
| Original Contract Amount | \$90,000.00 | | 12/15/2020 | Project Close-Out |
| Total Agreement Amount | \$90,000.00 | | | |

AGREEMENT NO 0394.00/ DESCRIPTION:

This agreement #0394.00 is incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount: **\$90,000.00**

Contract End Date: **Project Close-Out**

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

| | | |
|---------|---|-------------------------|
| To: | Board of Trustees | Date: December 14, 2020 |
| Re: | Ratification of Change Order #1 for McCarthy Building Companies, Inc. – Construction Lease-Leaseback Services at Science Center at Santa Ana College | |
| Action: | Request for Approval | |

BACKGROUND

On November 13, 2017, the Board of Trustees approved a lease-leaseback agreement with McCarthy Building Companies, Inc. (McCarthy) to construct the Science Center at Santa Ana College. The agreement allows McCarthy to construct a project pursuant to Education Code section 81335 and to enter into a Site Lease, Facilities Sub-Lease, and Related Construction Agreements regarding the Science Center at Santa Ana College. Education Code Section 81335 is the lease-leaseback (LLB) provision that allows districts to lease real property for the purpose of constructing buildings and improvements for district use.

As part of a Measure Q project, the Science Center will house new laboratories for the sciences and engineering as well as new classrooms and Division and faculty offices.

ANALYSIS

Change Order #1 is a unilateral change order and increases the contract amount by \$530,914.38 and extends the completion date to April 2, 2020, an increase of 170 calendar days of which 46 days are compensable to the contractor for extended general conditions costs associated with the delays. The time extension was granted by the District through April 2, 2020 for prior work and unforeseen conditions, including exterior building detail revisions. This is a unilateral change order as McCarthy may continue to dispute whether or not the time extension warrants additional compensable extended general conditions as the District does not agree to such at this time. Additionally, the District has not yet settled further extensions of time beyond April 2, 2020 to the contractor due to concurrent delays and recent outstanding disputed change order requests. The current final project completion is now delayed due to the window sealant adhesion problem and work is on-going to correct this. The contractor is in the process of working to complete all outstanding punch list work except for the needed window repair work which will occur through the new year. Therefore, the District and McCarthy have been working to reconcile and resolve all other non-disputed change order work for the project. It is anticipated that a second change order will need to be considered for approval at a future Board meeting date contingent upon the parties settling further outstanding change order requests for time and money.

The costs associated with this change order include: extended general conditions for the contractor associated with the time extension; moisture barrier mitigation product added to concrete slabs at all resilient flooring locations as a result of high moisture content discovered during testing; costs of material and labor associated with temporary measures to enclose the exterior of the building during the rainy season so that work could proceed. The construction

management team along with the District have reviewed and negotiated the costs as part of this change order and find them within industry standards.

The contract amount with this change order has increased from \$47,328,241 to \$47,859,155.38. This change order amount represents 1.12% of the total contract value.

Pursuant to Board Policy and Administrative Regulation 6600, the Vice Chancellor of Business Operations and Fiscal Services (or designee) has the authority to approve cumulative change orders up to 10% of the contract value and shall be a ratification by the Board of Trustees, thereby avoiding any construction delays. Additionally, the Board Facilities ad-hoc committee shall evaluate the change order request.

Change Order #1 is funded by Measure Q.

RECOMMENDATION

It is recommended the Board of Trustees approve the ratification of Change Order #1 – McCarthy Building Companies, Inc. – Construction Lease-Leaseback Services at Science Center at Santa Ana College as presented.

| | | |
|-----------------|--|-------------------------------|
| Fiscal Impact: | \$530,914.38 | Board Date: December 14, 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 & Support Services
 2323 North Broadway, Rm 112
 Santa Ana, CA 92706

Board Date: December 14, 2020

Project Name: Science Center (Santa Ana College)

Project/Bid No. 3049

Contractor: McCarthy Building Companies, Inc.

Site: Santa Ana College

Contract #: 0249.00

Change Order (CO) No. : 1

| Contract Schedule Summary | | | | | |
|---------------------------|-----------------------------------|-----------------------------------|----------------------------------|----------------------------|-----------------------------|
| Notice to Proceed Date | Original Contract Duration (Days) | Original Contract Completion Date | Previous Extension Days Approved | Proposed CO Days Requested | New Revised Completion Date |
| 11/17/17 | 695 | 10/15/19 | 0 | 170 | 4/2/2020 |

| Change Order Summary | | | |
|--------------------------------|----------|------------------------|--------------|
| Description | Number | Amount | % of Contact |
| Original Contract Amount | | \$47,328,241.00 | |
| Previous Change Orders | | \$0.00 | 0.00% |
| This Change Order | 1 | \$530,914.38 | 1.12% |
| Total Change Order (s) | | \$530,914.38 | 1.12% |
| Revised Contract Amount | | \$47,859,155.38 | |

| Items in Change Order | | | | | | |
|-----------------------|---|--------|----------|-----------------|--------------|----------------------|
| Item No. | Description | Reason | Ext. Day | Credit | Add | Net |
| 1 | <u>Time Extensions (non-compensable):</u> - ICD No. 02R1: Two (2) day time extension granted due to additional unforeseen hazardous abatement scope. - ICD No. 06: One (1) day time extension granted due to unforeseen partial underground building foundation being discovered/removed. - ICD No. 08: Seven (7) day time extension granted due to existing oversaturated soil. Added work required to achieve required soil compaction. - ICD No. 21: Three (3) day time extension granted due to anchor bolt conflict with pile/caisson rebar assembly. - ICD No. 31: Thirty-five (35) day time extension granted due to potential of steel tariffs being imposed (considered a Force Majeure impact). - ICD No. 42: Forty-two (42) day time extension granted due to added ancillary roof steel at mechanical openings. | 2,4 | 90 | \$0.00 | \$0.00 | \$0.00 |
| 2 | <u>Cost (labor/material) related to unforeseen conditions:</u> - ICD No. 110: Added a floor moisture barrier to concrete slabs to meet flooring manufacture's acceptable moisture requirements for a total amount of \$233,800.14. | 2 | 0 | \$0.00 | \$233,800.14 | \$233,800.14 |
| 3 | <u>Time Extension (compensable, partial) plus Cost (labor/material) related to Exterior Detail Revisions:</u> - ICD No. 82: Procurement of material to close exterior openings during rainy season for a total cost of \$19,375.87. - ICD No. 92: Temporary measures to enclose openings around exterior of building to ensure drywall and finish activities could proceed during the rainy season for a total amount of \$66,543.83. - ICD No. 111: Extended general conditions costs related ICD No. 57. Eighty (80) day time extension granted, (46) compensable for a total amount of \$211,194.54. | 4 | 80 | \$0.00 | \$297,114.24 | \$297,114.24 |
| Subtotal | | | | \$0.00 | \$530,914.38 | \$ 530,914.38 |
| Grand Total | | | | 170 Days | | \$ 530,914.38 |

- 1 - CODE REQUIREMENT
- 2 - FIELD CONDITION
- 3 - INSPECTION REQUIREMENT
- 4 - DESIGN REQUIREMENT
- 5 - OWNER REQUIREMENT

5.7 (3)

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

| | | |
|---------|--|-------------------------|
| To: | Board of Trustees | Date: December 14, 2020 |
| Re: | Approval of Amendment to Agreement with Bernards Bros. Inc. – Construction Management Services for the Science Center at Santa Ana College | |
| Action: | Request for Approval | |

BACKGROUND

This is an amendment to an existing agreement for additional services and time. On July 17, 2017, the Board of Trustees approved an agreement with Bernards Bros. Inc. (Bernards) for construction management services for the Science Center at Santa Ana College. As the construction manager, Bernards' oversight is provided throughout construction of the project including coordination with the contractor, project inspector, special inspectors, and design team. The construction manager facilitates all communication with the contractor and oversees and manages the contractor's progress. Due to the window sealant failure that has occurred on the building, window corrective work and retesting of windows must occur prior to acceptance of the building and window system. This work is anticipated to continue in the new year. Bernards will continue to be involved on the project until this corrective work is completed and accepted by the District. To see original agreement, please [click here](#).

ANALYSIS

The amendment is to increase the contract by \$60,000. The total contract amount has increased from \$2,147,283 to \$2,207,283. The District has reviewed the fee and it is reasonable and within industry standards. The services covered by this agreement commenced on July 18, 2017 and the new end date has been revised from December 31, 2020 to end when the notice of completion for the construction work, Division of State Architect Certification and project close-out has been achieved.

This agreement is funded by Measure Q.

RECOMMENDATION

It is recommended the Board of Trustees approve the amendment to the agreement with Bernards Bros. Inc. – Construction Management Services for the Science Center at Santa Ana College as presented.

| | | |
|-----------------|--|-------------------------------|
| Fiscal Impact: | \$60,000 | Board Date: December 14, 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: 12/14/20

Project: Science Center

Site: **Santa Ana College**

Consultants: **Bernards Bros. Inc.**

Type of Service: Construction Management Services

| Agreement Summary | Amount | Reimbursables | Start | Duration End |
|-------------------------------|-----------------------|----------------------|--------------|-------------------------------|
| Original Contract Amount | \$1,983,283.00 | \$164,000.00 | 7/18/2017 | 12/31/2020 |
| Amendment #1 | | | | 12/31/2020 |
| Amendment #2 | \$60,000.00 | | | Project Close-Out |
| Total Agreement Amount | \$2,207,283.00 | | | |

AGREEMENT NO. 0233.00/DESCRIPTION:

Amendment #2 for additional services and an extension of time.

This agreement #0233.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount: **\$60,000.00**

Contract End Date: **Project Close-Out**

SECOND AMENDMENT TO CONSTRUCTION MANAGEMENT SERVICES AGREEMENT

THIS AMENDMENT to AGREEMENT is made this 15th day of **DECEMBER** in the year **2020**, between **BERNARDS BROS. INC.**, hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend that certain AGREEMENT No. 0233.00 entered into on July 17, 2017 and amended on June 25, 2018 to provide construction management services for the Science Center at Santa Ana College. Please amend the AGREEMENT to include the following:
 - 1. By increasing the allowance per the attached Exhibit A;
 - 2. By increasing the AGREEMENT amount by SIXTY THOUSAND DOLLARS (\$60,000) from TWO MILLION ONE HUNDRED FORTY-SEVEN THOUSAND TWO HUNDRED EIGHTY-THREE DOLLARS (\$2,147,283), for a total AGREEMENT amount of TWO MILLION TWO HUNDRED SEVEN THOUSAND TWO HUNDRED EIGHTY-THREE DOLLARS (\$2,207,283); and
 - 3. By extending the contract completion date from December 31, 2020 to be until the notice of completion for the construction work, Division of State Architect Certification and project close-out has been achieved.
- B. 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. Civic Code § 1633.1 et seq.) and California Government Code §16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.
- C. Except as amended herein, the terms and conditions of AGREEMENT No. 0233.00, effective July 17, 2017, shall remain in full force and effect.

BERNARDS BROS. INC.

**RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT OF ORANGE COUNTY**

By _____

By _____

Print Name _____

Adam M. O'Connor

Title _____

Interim Vice Chancellor, Business Operations and
Fiscal Services

Date _____

Date _____

COPIES TO:

GENERATING OFFICE
Rancho Santiago Community College District
2323 N. Broadway, Suite 112
Santa Ana, CA 92706
Carri Matsumoto, Assistant Vice Chancellor
Facilities Planning, District Construction and Support
Services

PURCHASING DEPARTMENT
Rancho Santiago Community College District
2323 N. Broadway, Suite 109
Santa Ana, CA 92706
Linda Melendez, Interim Director of Purchasing

Agreement No. 0233.02
Board Approval: December 14, 2020
Purchase Order: 18-P0047833

EXHIBIT A

1. This amendment shall increase the allowance as follows:
 - a. Allowance: **SIXTY THOUSAND DOLLARS (\$60,000)** for additional services subject to the DISTRICT's advance approval.

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

| | | |
|---------|---|-------------------------|
| To: | Board of Trustees | Date: December 14, 2020 |
| Re: | Approval of Amendment to Agreement with Architecture 9 PLLLP - Professional Design Services for Campus Directories at Santa Ana College and Santiago Canyon College | |
| Action: | Request for Approval | |

BACKGROUND

This is an amendment to an existing agreement to extend time only as the District is still evaluating electronic directory manufacturers. There are no additional costs for this amendment. On January 22, 2018 the Board of Trustees approved an agreement with Architecture 9 PLLLP for architectural design services related to the new electronic campus directories at Santa Ana College and Santiago Canyon College. The extension of time is needed for: 1) additional campus user group meetings to review software options; 2) review of information from various directory manufacturers; 3) to allow time to undertake a demonstration; 4) and to confirm the final number of directory locations with each campus and 5) for the ITS department to review the design. This work requires revisions on drawings and specifications for each project before the plans can be submitted to the Division of the State Architect (DSA). To see the original agreement, please [click here](#).

ANALYSIS

The services covered by this agreement commenced on January 23, 2018 and the new end date has been extended from December 31, 2020 to end when the notice of completion for the construction work, Division of State Architect Certification and project close-out has been achieved. There are no additional costs for this amendment. The agreement remains based on a not to exceed fee of \$26,295.

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION

It is recommended the Board of Trustees approve the amendment to agreement with Architecture 9 PLLLP - Professional Design Services for Campus Directories at Santa Ana College and Santiago Canyon College as presented.

| | | |
|-----------------|--|-------------------------------|
| Fiscal Impact: | N/A | Board Date: December 14, 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: 12/14/20

Project: Campus Directories

Site: **Santa Ana College & Santiago Canyon College**

Consultants: **Architecture 9 PLLLP**

Type of Service: Professional Design Services

| Agreement Summary | Amount | Reimbursables | Start | Duration | End |
|-------------------------------|--------------------|----------------------|--------------|-----------------|-------------------|
| Original Contract Amount | \$17,495.00 | \$500.00 | 1/23/2018 | | 12/31/2018 |
| Amendment #1 | \$8,300.00 | | | | 12/31/2019 |
| Amendment #2 | | | | | 12/31/2020 |
| Amendment #3 | | | | | Project Close-Out |
| Total Agreement Amount | \$26,295.00 | | | | |

AGREEMENT NO 0258.00/ DESCRIPTION:

Amendment #3 for an extension of time only.

This agreement #0258.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount:

N/A

Contract End Date:

Project Close-Out

THIRD AMENDMENT TO ARCHITECTURAL SERVICES AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **15th** day of **December** in the year **2020**, between **ARCHITECTURE 9 PLLLP**, hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend that certain AGREEMENT No. 0258.00 entered into on January 23, 2018 and amended on December 10, 2018 and December 9, 2019 to provide architectural services for the CAMPUS DIRECTORIES (ELECTRONIC) DISTRICT-WIDE. Please amend the AGREEMENT to include the following:
 - 1. By extending the contract completion date from December 31, 2020 to be until the notice of completion for the construction work, Division of State Architect Certification and project close-out has been achieved.
- B. 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. Civic Code § 1633.1 et seq.) and California Government Code §16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.
- C. Except as amended herein, the terms and conditions of AGREEMENT No. 0258.00, effective January 23, 2018, shall remain in full force and effect.

ARCHITECTURE 9 PLLLP

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY

By _____

By _____

Print Name _____

Adam M. O’Connor

Title _____

Interim Vice Chancellor, Business Operations and Fiscal Services

Date _____

Date _____

Agreement No. 0258.03
Board Approval: December 14, 2020
Purchase Order: 18-P0050138

COPIES TO:

GENERATING OFFICE
Rancho Santiago Community College District
2323 N. Broadway, Suite 112
Santa Ana, CA 92706
Carri Matsumoto, Assistant Vice Chancellor
Facilities Planning, District Construction and Support
Services

PURCHASING DEPARTMENT
Rancho Santiago Community College District
2323 N. Broadway, Suite 109
Santa Ana, CA 92706
Linda Melendez, Director of Purchasing Services

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

| | | | |
|---------|--|-------|-------------------|
| To: | Board of Trustees | Date: | December 14, 2020 |
| Re: | Approval of Amendment to Agreement with Architecture 9 PLLLP - Architectural Design Services for Barrier Removal/Signage and Wayfinding at Santa Ana College and Santiago Canyon College | | |
| Action: | Request for Approval | | |

BACKGROUND

This is an amendment to an existing agreement to extend time only as construction is anticipated to start in summer 2021. There are no additional costs for this amendment. On February 26, 2018 the Board of Trustees approved an agreement with Architecture 9 PLLLP for architectural design services for barrier removal to improve signage and wayfinding at both Santa Ana College and Santiago Canyon College. Through various campus meetings and during the assessment phase of existing exterior signs on campus, the scope of the work has developed and evolved based on input from campus users taking into consideration both current and projected wayfinding needs across each campus. The Division of State Architect (DSA) have reviewed and approved the designs for both colleges. This time extension is required to accommodate schedules for construction to start by summer 2021 and to be completed by winter 2022. To see the original agreement, please [click here](#).

ANALYSIS

The services covered by this agreement commenced on February 27, 2018 and the new end date has been extended from December 31, 2020 to end when the notice of completion for the construction work, Division of State Architect Certification and project close-out has been achieved. There are no additional costs for this amendment. The agreement remains based on a not to exceed amount of \$43,800.

This agreement is funded by Capital Outlay and State Scheduled Maintenance Funds.

RECOMMENDATION

It is recommended the Board of Trustees approve the amendment to agreement with Architecture 9 PLLLP - Architectural Design Services for Barrier Removal/Signage and Wayfinding at Santa Ana College and Santiago Canyon College as presented.

| | | | |
|-----------------|--|-------------|-------------------|
| Fiscal Impact: | N/A | Board Date: | December 14, 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: 12/14/20

Project: Barrier Removal/Signage and Wayfinding

Site: **Santa Ana College & Santiago Canyon College**

Consultants: **Architecture 9 PLLLP**

Type of Service: Architectural Design Services

| Agreement Summary | Amount | Reimbursables | Start | Duration End |
|-------------------------------|--------------------|----------------------|--------------|-------------------------------|
| Original Contract Amount | \$25,300.00 | \$300.00 | 2/27/2018 | 12/31/2018 |
| Amendment #1 | \$16,700.00 | | | 12/31/2019 |
| Amendment #2 | \$1,500.00 | | | 12/31/2020 |
| Amendment #3 | | | | Project Close-Out |
| Total Agreement Amount | \$43,800.00 | | | |

AGREEMENT NO 0264.00/ DESCRIPTION:

Amendment #3 is for an extension of time only.

This agreement #0264.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount:

N/A

Contract End Date:

Project Close-Out

THIRD AMENDMENT TO ARCHITECTURAL SERVICES AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **15th** day of **December** in the year **2020**, between **ARCHITECTURE 9 PLLLP**, hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend that certain AGREEMENT No. 0264.00 entered into on February 27, 2018 and amended on December 10, 2018 and December 9, 2019 to provide architectural services for the BARRIER REMOVAL SIGNAGE AND WAYFINDING AT SANTA ANA COLLEGE AND SANTIAGO CANYON COLLEGE. Please amend the AGREEMENT to include the following:
 - 1. By extending the contract completion date from December 31, 2020 to be until the notice of completion for the construction work, Division of State Architect Certification and project close-out has been achieved.
- B. 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. Civic Code § 1633.1 et seq.) and California Government Code §16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.
- C. Except as amended herein, the terms and conditions of AGREEMENT No. 0264.00, effective February 27, 2018, shall remain in full force and effect.

ARCHITECTURE 9 PLLLP

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY

By _____

By _____

Print Name _____

Adam M. O’Connor

Title _____

Interim Vice Chancellor, Business Operations and Fiscal Services

Date _____

Date _____

Agreement No. 0264.03
Board Approval: December 14, 2020
Purchase Order: 18-P0050689

COPIES TO:

GENERATING OFFICE
Rancho Santiago Community College District
2323 N. Broadway, Suite 112
Santa Ana, CA 92706
Carri Matsumoto, Assistant Vice Chancellor
Facility Planning, District Construction and Support
Services

PURCHASING DEPARTMENT
Rancho Santiago Community College District
2323 N. Broadway, Suite 109
Santa Ana, CA 92706
Linda Melendez, Director of Purchasing Services

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

| | | |
|---------|--|-------------------------|
| To: | Board of Trustees | Date: December 14, 2020 |
| Re: | Approval of Agreement with Sindoni Consulting & Management Services, Inc. for Commissioning Services for the Orange Education Center Site Remediation Project at Santiago Canyon College | |
| Action: | Request for Approval | |

BACKGROUND

This is a new agreement to provide professional commissioning consulting services for the Orange Education Center Site Remediation Project. As part of the Orange Education Center Site Remediation Action Plan developed by Converse Consultants and approved by the Orange County Health Care Agency, the site remediation system during its construction and installation will undergo a systematic process of commissioning mechanical, electrical, plumbing, and low voltage equipment. As part of the commissioning process, the commissioning consultant will provide valuable quality assurance by verifying that the system functions and performs according to the engineer's intent, basis of design, and engineering sequence of operations. The remediation system consists of underground piping, vertical and horizontal wells, monitoring equipment, and vapor extraction blowers designed to remove subsurface soil vapors at various depths as shallow as 15 feet and as deep as 60 feet.

The services performed by the commissioning consultant include specialized construction inspections, oversight of the installation and system documentation, oversight of equipment startup, oversight of the system calibration process, testing, adjusting and balancing verification, performance testing, and training oversight. The consultant will coordinate with both the District's engineer and contractor to develop the project commissioning specifications, commissioning plan, and functional performance testing. The commissioning process will be incorporated by the contractor into a construction quality control plan to ensure the system effectiveness is not compromised during the initial installation and startup activities of the site remediation system.

ANALYSIS

A Request for Proposal #2021-281, Commissioning Services at the Orange Education Center Site Remediation Project, was solicited on October 15, 2020 to five prequalified firms with a due date of November 6, 2020. The District received two responses from Glumac (Irvine) and Sindoni Consulting & Management Services, Inc. (Costa Mesa). A screening panel convened on November 9, 2020 to review the proposals. The selection committee recommends Sindoni Consulting and Management Services, Inc. after a thorough review based upon the culmination

of their RFP response, experience, team members, positive reference checks, approach to the project, fee, schedule and familiarity with system commissioning services. It is recommended the District enter into an agreement with Sindoni Consulting and Management Services, Inc. to provide professional commissioning services at the Orange Education Center Site Remediation Project.

The services covered by this agreement shall commence on December 15, 2020 and ends when the notice of completion for the construction work is achieved. The services are based on a fixed fee in the amount of \$29,700. The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION

It is recommended the Board of Trustees approve the agreement with Sindoni Consulting & Management Services, Inc. for Commissioning Services for the Orange Education Center Site Remediation Project at Santiago Canyon College as presented.

| | | |
|-----------------|--|-------------------------------|
| Fiscal Impact: | \$29,700 | Board Date: December 14, 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: 12/14/20

Project: Orange Education Site Remediation Project

Site: **Santiago Canyon College**

Consultants: **Sindoni Consulting & Management Services, Inc.**

Type of Service: Commissioning Services

| Agreement Summary | Amount | Reimbursables | Start | Duration End |
|-------------------------------|--------------------|----------------------|--------------|-------------------------------|
| Original Contract Amount | \$29,700.00 | | 12/15/2020 | Project Close-Out |
| Total Agreement Amount | \$29,700.00 | | | |

AGREEMENT NO 0392.00/ DESCRIPTION:

This agreement #0392.00 is incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount: **\$29,700.00**

Contract End Date: **Project Close-Out**

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

| | | |
|---------|--|-------------------------|
| To: | Board of Trustees | Date: December 14, 2020 |
| Re: | Ratification of Award of Bid #1391 – Parking Ticket Kiosk Project at Santiago Canyon College | |
| Action: | Request for Ratification | |

BACKGROUND

This is a ratification for the award of Bid #1391 for the Parking Ticket Kiosk Project at Santiago Canyon College for labor associated with the installation work. Santiago Canyon College currently has nine existing parking ticket kiosks that need replacement as the equipment is at the end of life and is non-compliant with the Americans with Disabilities Act. The equipment has had continuous mechanical failures, poor serviceability as the equipment is discontinued, and is unreliable resulting in operational concerns for Campus Safety. This project includes removal and replacement of nine existing parking ticket kiosks and addition of four new owner furnished contractor installed units for a total of 13 parking meters. Kiosks will be co-located with new emergency blue phones to ensure the accessible path of travel to the kiosk is compliant. Path of travel improvements to the kiosks were undertaken separately as part of the emergency blue phone project. The parking ticket kiosks do not require additional electrical or low voltage infrastructure work and will use solar power and cellular telecommunications as part of on-going sustainability efforts. The contractor is responsible for installing footings and anchoring the equipment. The parking ticket kiosks were purchased separately as an owner furnished item under a California Multiple Award Schedules (CMAS) contract. The costs for the purchase of the parking ticket meter kiosks was \$116,480.80. This ratification of award of bid is for labor and installation costs only.

ANALYSIS

In accordance with the California Uniform Public Construction Cost Accounting Act (CUPCCAA), Bid #1391 for the Parking Ticket Kiosk Project at Santiago Canyon College was advertised on the District's website and a Notice of Inviting Bids was sent to 93 contractors from the District's qualified contractors list on October 13, 2020.

Bids were opened on October 30, 2020, as noted on the attached bid summary. The District received six bids for the project. Newbuild Construction and Restoration, Inc. (Orange) submitted the lowest responsive bid in the amount of \$62,000.00. District staff has completed a due diligence review of contract documents to ensure compliance with license and bid bond requirements.

The Interim Vice Chancellor of Business Operations/Fiscal Services has authorized the award of the contract under the authority of CUPCCAA to Newbuild Construction and Restoration, Inc.

The anticipated start date was December 7, 2020. The estimated construction duration is 40 calendar days.

This project is funded by Capital Outlay Funds.

RECOMMENDATION

It is recommended the Board of Trustees ratify the award of Bid #1391 – Parking Ticket Kiosk Project at Santiago Canyon College as presented.

| | | |
|-----------------|--|-------------------------------|
| Fiscal Impact: | \$62,000 | Board Date: December 14, 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

| | | |
|------------------|---|---|
| BID #1391 | PROJECT: Parking Ticket Kiosk Project at Santiago Canyon College | TIME: 2:00 P.M. DATE: October 30, 2020 |
|------------------|---|---|

| BIDDERS | TOTAL BASE BID AMOUNT |
|----------------|------------------------------|
|----------------|------------------------------|

| | |
|--|-----------|
| Newbuild Construction and Restoration, Inc. 625 West Katella Avenue, Suite 27 Orange, CA 92867 | \$62,000 |
| RAMCO General Engineering Contractors P.O. Box 920878 Sylmar, CA 91392 | \$65,000 |
| AMTEK Construction 946 North Lemon Street Orange, CA 92867 | \$135,333 |
| SD Remodeling, Inc. P.O. Box 1488 Rancho Santa Fe, CA 92067 | \$147,000 |
| Aid Builders, Inc. 10605 Bloomfield Street Los Alamitos, CA 90720 | \$225,000 |
| Kazoni Inc., DBA Kazoni Construction 150 Paularino Avenue, Suite D160 Costa Mesa, CA 92626 | \$245,765 |

6 TOTAL BIDDERS

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

| | | |
|---------|---|-------------------------|
| To: | Board of Trustees | Date: December 14, 2020 |
| Re: | Approval of Amendment to Agreement with LSA Associates, Inc. – Traffic/Circulation Analysis for Campus Entrance Improvements Project at Santiago Canyon College | |
| Action: | Request for Approval | |

BACKGROUND

This is an amendment to an existing agreement to extend time only. There are no additional costs for this amendment. On April 29, 2019, the Board of Trustees approved an agreement with LSA Associates, Inc. for a traffic/circulation analysis for the campus entrance improvements project at Santiago Canyon College. The project schedule has been delayed due to additional site survey investigations that are required. Therefore, an extension of time is required for these services to continue with this work and coordinating with the architectural team as they further develop the college selected options for the project. To see the original agreement, please [click here](#).

The project is currently in the early construction document design phase. Upon receipt of the 60% construction document LSA Associates, Inc. will review the plans as the District's professional traffic engineering consultant to further evaluate and provide feedback on the design in regards to the drop off, pick up, vehicular travel patterns and pedestrian patterns to provide and confirm vehicular improvement recommendations for the project.

This project is necessary to address Blaser legal settlement deficiency items related to path of travel. In order to correct such, the entire hardscape from the sidewalk at the bus stop along Chapman Avenue's entrance traveling to the fountain area (front of campus), through Strenger Plaza, and up to Buildings D, E and the Library are impacted. The amount of work required to fix the path of travel slopes is significant and is challenged by the changes in site elevations and grade.

As part of this project, the main campus plaza is impacted as well as the vehicular and pedestrian traffic points of entry at the front entrance adjacent the fountain. All of these components need to be assessed as part of the corrective work associated with this project because of the magnitude of hardscape to be demolished and replaced. These site improvements will benefit all students, visitors, faculty, and staff. The current front drop-off/pick-up area often experiences traffic jams, vehicle stacking, and conflicts between vehicles and pedestrians crossing at the same location.

Upon review of the Campus Facility Master Plan, there are potential multiple locations of vehicular drop off and improvements contemplated as part of the plan, but have not yet been implemented. Therefore, the District hired LSA Associates, Inc., a professional traffic engineering consultant to further evaluate the drop off, pick up, vehicular travel patterns and pedestrian patterns to provide and confirm vehicular improvement recommendations for the project. The work associated with this project will create a new front entry for the College that is safer for pedestrians, more efficient for vehicles, and continue to provide a welcoming atmosphere that is enhanced and improved.

ANALYSIS

The services covered by this agreement commenced on April 30, 2019 and the end date has been extended from December 31, 2020 to December 31, 2021. There are no additional costs for this amendment. The agreement remains based on an hourly not-to-exceed fee of \$25,940.

This agreement is funded by State Scheduled Maintenance and Capital Outlay Funds.

RECOMMENDATION

It is recommended the Board of Trustees approve the amendment to agreement with LSA Associates, Inc. – Traffic/Circulation Analysis for Campus Entrance Improvements Project at Santiago Canyon College as presented.

| | | |
|-----------------|--|-------------------------------|
| Fiscal Impact: | N/A | Board Date: December 14, 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: 12/14/19

Project: Campus Entrance Improvements

Site: **Santiago Canyon College**

Consultants: **LSA Associates, Inc.**

Type of Service: Traffic/Circulation Analysis

| Agreement Summary | Amount | Reimbursables | Start | Duration | End |
|-------------------------------|--------------------|----------------------|--------------|-----------------|------------|
| Original Contract Amount | \$25,940.00 | | 4/30/2019 | | 12/31/2019 |
| Amendment #1 | | | | | 12/31/2020 |
| Amendment #2 | | | | | 12/31/2021 |
| Total Agreement Amount | \$25,940.00 | | | | |

AGREEMENT NO 0343.00/ DESCRIPTION:

Amendment #2 is for an extension of time only.

This agreement #0343.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount: **N/A**

Contract End Date: **12/31/2021**

SECOND AMENDMENT TO AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **15th** day of **DECEMBER** in the year **2020**, between **LSA ASSOCIATES, INC.**, hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

1. To amend that certain AGREEMENT #0343.00 entered into on April 30, 2019 and amended on December 9, 2019 to provide Traffic/Circulation Analysis Services for the Campus Entrance Improvement Project at Santiago Canyon College. Please amend the AGREEMENT to include the following:
 - A. By extending the contract completion date from December 31, 2020 to be through December 31, 2021.
2. 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. 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 0343.00 effective April 30, 2019, shall remain in full force and effect.

LSA ASSOCIATES, 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 _____

Agreement No. 0343.02
Board Approval: December 14, 2020
Purchase Order: 19-P0057108

COPIES TO:

GENERATING OFFICE
Rancho Santiago Community College District
2323 N. Broadway, Suite 112
Santa Ana, CA 92706
Carri Matsumoto, Assistant Vice Chancellor
Facility Planning, District Construction and Support Services

PURCHASING DEPARTMENT
Rancho Santiago Community College District
2323 N. Broadway, Suite 109
Santa Ana, CA 92706
Linda Melendez, Director of Purchasing Services

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

| | | | |
|---------|---|-------|-------------------|
| To: | Board of Trustees | Date: | December 14, 2020 |
| Re: | Approval of Amendment to Agreement with Kitchell - Constructability Review Services for Campus Entrance Improvements Project at Santiago Canyon College | | |
| Action: | Request for Approval | | |

BACKGROUND

This is an amendment to an existing agreement to extend time only. There are no additional costs for this amendment. On March 11, 2019, the Board of Trustees approved an agreement with Kitchell for constructability review services for the campus entrance improvements project at Santiago Canyon College. The project schedule has been delayed due to additional site investigations required. To see the original agreement, please [click here](#). The project is currently in the early construction document design phase. Upon receipt of the 60% construction document and 100% construction document sets, Kitchell will review the architect and engineers' design documents to ensure buildability, reduce change orders, provide feedback from a contractor's perspective, and assist the design team and District in identifying conflicts for early resolution. The consultant will be responsible to review the drawings and specifications for all design disciplines and provide comments for the design team to review, address, and correct as the architect progresses through the various phases of design.

This project is necessary to address Blaser legal settlement deficiency items related to path of travel. In order to correct such, the entire hardscape from the sidewalk at the bus stop along Chapman Avenue's entrance traveling to the fountain area (front of campus), through Strenger Plaza, and up to Buildings D, E and the Library are impacted. The amount of work required to fix the path of travel slopes is significant and is challenged by the changes in site elevations and grade.

As part of this project, the main campus plaza is impacted as well as the vehicular and pedestrian traffic points of entry at the front entrance adjacent the fountain. All of these components need to be assessed as part of the corrective work associated with this project because of the magnitude of hardscape to be demolished and replaced. These site improvements will benefit all students, visitors, faculty, and staff. The current front drop-off/pick-up area often experiences traffic jams, vehicle stacking, and conflicts between vehicles and pedestrians crossing at the same location.

ANALYSIS

The services covered by this agreement commenced on March 12, 2019 and the end date has been extended from December 31, 2020 to December 31, 2021. There are no additional costs for this amendment. The agreement remains based on a not to exceed fee of \$64,155.

This agreement is funded by State Scheduled Maintenance and Capital Outlay Funds.

RECOMMENDATION

It is recommended the Board of Trustees approve the amendment to agreement with Kitchell - Constructability Review Services for Campus Entrance Improvements Project at Santiago Canyon College as presented.

| | | |
|-----------------|--|-------------------------------|
| Fiscal Impact: | N/A | Board Date: December 14, 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: 12/14/20

Project: Campus Entrance Improvements

Site: **Santiago Canyon College**

Consultants: **Kitchell**

Type of Service: Constructability Review

| Agreement Summary | Amount | Reimbursables | Duration | |
|-------------------------------|-------------|---------------|-----------|------------|
| | | | Start | End |
| Original Contract Amount | \$64,155.00 | | 3/12/2019 | 12/31/2019 |
| Amendment #1 | | | | 12/31/2020 |
| Amendment #2 | | | | 12/31/2021 |
| Total Agreement Amount | \$64,155.00 | | | |

AGREEMENT NO 0333.00/ DESCRIPTION:

Amendment #2 for an extension of time only.

This agreement #0333.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount:

N/A

Contract End Date:

12/31/2021

SECOND AMENDMENT TO AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **15th** day of **December** in the year **2020**, between **KITCHELL CORPORATION**, hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend that certain AGREEMENT 0333.00 entered into on March 12, 2019 and amended on January 13, 2020 to provide Constructability Review Services for the Campus Entrance Improvement Project at Santiago Canyon College. Please amend the AGREEMENT to include the following:
 - 1. By extending the contract completion date from December 31, 2020 to be through December 31, 2021.
- B. 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. Civic Code § 1633.1 et seq.) and California Government Code §16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.
- C. Except as amended herein, the terms and conditions of AGREEMENT 0333.00 effective March 12, 2019, shall remain in full force and effect.

The parties, through their authorized representatives, have executed this AMENDMENT as of the day and year written above.

KITCHELL CORPORATION

**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 _____

Agreement No. 0333.02
Board Approval: December 14, 2020
Purchase Order: 19-P0056153

COPIES TO:

GENERATING OFFICE
Rancho Santiago Community College District
2323 N. Broadway, Suite 112
Santa Ana, CA 92706
Carri Matsumoto, Assistant Vice Chancellor
Facility Planning, District Construction and Support
Services

PURCHASING DEPARTMENT
Rancho Santiago Community College
District
2323 N. Broadway, Suite 109
Santa Ana, CA 92706
Linda Melendez, Director of Purchasing
Services

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

| | | |
|---------|---|-------------------------|
| To: | Board of Trustees | Date: December 14, 2020 |
| Re: | Approval of Amendment to Agreement with HPI Architecture – Architectural Design Services for the Orange Education Center at Santiago Canyon College | |
| Action: | Request for Approval | |

BACKGROUND

This is an amendment to an existing agreement to extend time only. There are no additional costs for this amendment. On December 8, 2014 the Board of Trustees approved an agreement with HPI Architecture to provide professional design services at the Orange Education Center (OEC) to complete design services through Division of the State Architect (DSA) and retain building certification. To see the original HPI Architecture agreement for professional design services, please [click here](#).

On March 11, 2019, the Board of Trustees approved the demolition of the existing OEC to continue with remediation activities in compliance with the approved Remediation Action Workplan submitted and approved by the Orange County Health Care Agency (OCHCA). The Board also approved evaluating an option to site the construction of a new building at the non-impacted area located at the easterly portion of the site. The architect’s design work was previously placed on hold while the District worked to assess the environmental condition of the property and determine the extent of remediation efforts involved.

An amendment is now needed to extend the time to review this option of siting a new building at this location, confirm the program and scope of the project, and assist the District and Santiago Canyon College in the development of any revised preliminary schematic floor plan options, including, coordinating with the District’s environmental and geotechnical consultants to assess siting the building at the easterly portion of the site and whether this continues to be a viable option while the site is undergoing underground soil vapor remediation.

The extension of time to the architect’s contract will allow the District and college the opportunity to reconfirm the program for the building, evaluate the option(s) of siting of a building if that easterly portion of the property remains unimpacted by the underground soil vapors, and will allow the District to update the project budget and explore this development option further if it is determined to proceed upon environmental clean-up clearance.

ANALYSIS

The services covered by this agreement commenced on December 9, 2014 and the new end date has been extended from December 31, 2020 to end when the notice of completion for the

construction work, Division of State Architect Certification and project close-out has been achieved. There are no additional costs for this amendment. The agreement remains based on a not-to-exceed fee of \$2,216,650.

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION

It is recommended the Board of Trustees approve the amendment to the agreement with HPI Architecture– Architectural Design Services for the Orange Education Center at Santiago Canyon College as presented.

| | | |
|-----------------|--|-------------------------------|
| Fiscal Impact: | N/A | Board Date: December 14, 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: 12/14/20

Project: Orange Education Center

Site: **Santiago Canyon College**

Consultants: **HPI Architecture**

Type of Service: Architectural Services

| Agreement Summary | Amount | Reimbursables | Start | Duration | |
|-------------------------------|-----------------------|----------------------|--------------|-----------------|-------------------|
| | | | | End | |
| Original Contract Amount | \$1,698,200.00 | \$25,000.00 | 12/9/2014 | | 5/31/2018 |
| Amendment #1 | \$493,450.00 | | | | 7/31/2019 |
| Amendment #2 | | | | | 12/31/2020 |
| Amendment #3 | | | | | Project Close-Out |
| Total Agreement Amount | \$2,216,650.00 | | | | |

AGREEMENT NO 0093.00/ DESCRIPTION:

Amendment #3 for an extension of time only.

This agreement #0093.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount:

N/A

Contract End Date:

Project Close-Out

THIRD AMENDMENT TO ARCHITECTURAL SERVICES AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **15th** day of **DECEMBER** in the year **2020**, between **HPI ARCHITECTURE**, hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend that certain AGREEMENT No. 0093.00 entered into on December 9, 2014 and amended on December 7, 2015 and July 15, 2019 to provide Architectural Services for the Orange Education Center project. Please amend the AGREEMENT to include the following:
 - 1. By extending the contract completion date from December 31, 2020 to be until the notice of completion for the construction work, Division of State Architect Certification and project close-out has been achieved.
- B. 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. Civic Code § 1633.1 et seq.) and California Government Code §16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.
- C. Except as amended herein, the terms and conditions of AGREEMENT No. 0093.00, effective December 9, 2014, shall remain in full force and effect.

HPI ARCHITECTURE

**RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT OF ORANGE COUNTY**

By _____

By _____

Print Name _____

Adam M. O’Connor

Title _____

Interim Vice Chancellor, Business Operations and
Fiscal Services

Date _____

Date _____

Agreement No. 0093.03
Board Approval: December 14, 2020
Purchase Order: #15-P0034461

COPIES TO:

GENERATING OFFICE
Rancho Santiago Community College District
2323 N. Broadway, Suite 112
Santa Ana, CA 92706
Carri Matsumoto, Assistant Vice Chancellor
Facility Planning, District Construction and Support Services

PURCHASING DEPARTMENT
Rancho Santiago Community College District
2323 N. Broadway, Suite 109
Santa Ana, CA 92706
Linda Melendez, Director of Purchasing Services

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

| | | | |
|---------|--|-------|-------------------|
| To: | Board of Trustees | Date: | December 14, 2020 |
| Re: | Approval of Amendment to Agreement with HL Construction Management – Cost Estimating Consulting Services for Campus Entrance Improvements Project at Santiago Canyon College | | |
| Action: | Request for Approval | | |

BACKGROUND

This is an amendment to an existing agreement to extend time only. There are no additional costs for this amendment. On March 11, 2019, the Board of Trustees approved an agreement with HL Construction Management for cost estimating consulting services for the campus entrance improvements project at Santiago Canyon College. The project schedule has been delayed due to additional site investigations required. To see the original agreement, please [click here](#). The project is currently in the early construction document design phase. Upon receipt of the 60% construction document and 100% construction document sets, HL Construction Management will complete an independent cost estimate at each phase. These costs estimates will be validated and reconciled against the architect's cost estimates and assist the District to properly evaluate and confirm the probable construction cost to ensure the scope is within the District's established budget.

This project is necessary to address Blaser legal settlement deficiency items related to path of travel. In order to correct such, the entire hardscape from the sidewalk at the bus stop along Chapman Avenue's entrance traveling to the fountain area (front of campus), through Strenger Plaza, and up to Buildings D, E and the Library are impacted. The amount of work required to fix the path of travel slopes is significant and is challenged by the changes in site elevations and grade.

As part of this project, the main campus plaza is impacted as well as the vehicular and pedestrian traffic points of entry at the front entrance adjacent the fountain. All of these components need to be assessed as part of the corrective work associated with this project because of the magnitude of hardscape to be demolished and replaced. These site improvements will benefit all students, visitors, faculty, and staff. The current front drop-off/pick-up area often experiences traffic jams, vehicle stacking, and conflicts between vehicles and pedestrians crossing at the same location.

ANALYSIS

The services covered by this agreement commenced on March 12, 2019 and the end date has been extended from December 31, 2020 to December 31, 2021. There are no additional costs for this amendment. The agreement remains based on a not to exceed fee of \$19,320.

This agreement is funded by State Scheduled Maintenance and Capital Outlay Funds.

RECOMMENDATION

It is recommended the Board of Trustees approve the amendment to agreement with HL Construction Management – Cost Estimating Consulting Services for Campus Entrance Improvements Project at Santiago Canyon College as presented.

| | | |
|-----------------|--|-------------------------------|
| Fiscal Impact: | N/A | Board Date: December 14, 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: 12/14/20

Project: Campus Entrance Improvements

Site: **Santiago Canyon College**

Consultants: **HL Construction Management**

Type of Service: Cost Estimating Consulting Services

| Agreement Summary | Amount | Reimbursables | Start | Duration | |
|-------------------------------|-------------|---------------|-----------|----------|------------|
| | | | | | End |
| Original Contract Amount | \$19,320.00 | | 3/12/2019 | | 12/31/2019 |
| Amendment #1 | | | | | 12/31/2020 |
| Amendment #2 | | | | | 12/31/2021 |
| Total Agreement Amount | \$19,320.00 | | | | |

AGREEMENT NO 0335.00/ DESCRIPTION:

Amendment #2 for an extension of time only.

This agreement #0335.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount:

N/A

Contract End Date:

12/31/2021

SECOND AMENDMENT TO AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **15TH** day of **DECEMBER** in the year **2020**, between **JAY HELEKAR DBA H L CONSTRUCTION MANAGEMENT**, 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 #0335.00 entered into on March 12, 2019 and amended on January 13, 2020 to provide Cost Estimating Services for the Campus Entrance Improvement Project at Santiago Canyon College. Please amend the AGREEMENT to include the following:
 - A. By extending the contract completion date from December 31, 2020 to be through December 31, 2021.
2. 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. 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 0335.00 effective March 12, 2019, shall remain in full force and effect.

H L CONSTRUCTION MANAGEMENT

**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 _____

Agreement No. 0335.02
Board Approval: December 14, 2020
Purchase Order: 19-P0056078

COPIES TO:

GENERATING OFFICE
Rancho Santiago Community College District
2323 N. Broadway, Suite 112
Santa Ana, CA 92706
Carri Matsumoto, Assistant Vice Chancellor
Facility Planning, District Construction and Support Services

PURCHASING DEPARTMENT
Rancho Santiago Community College District
2323 N. Broadway, Suite 109
Santa Ana, CA 92706
Linda Melendez, Director of Purchasing Services

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

| | | |
|---------|---|-------------------------|
| To: | Board of Trustees | Date: December 14, 2020 |
| Re: | Approval of Amendment to Agreement with Converse Consultants - Environmental Consulting Services for the Orange Education Center at Santiago Canyon College | |
| Action: | Request for Approval | |

BACKGROUND

This is an amendment to an existing agreement to extend time only due to the ongoing environmental remediation planning activities and anticipated remediation system installation, which is expected to start in spring 2021. On December 10, 2018, the Board of Trustees approved an agreement with Converse Consultants (Converse) for environmental consulting services related to the Orange Education Center (OEC) of the Santiago Canyon College located at 1465 North Batavia Street, Orange CA 92867. To see the original agreement, please [click here](#).

On July 8, 2020 the Orange County Health Care Agency (OCHCA) approved the Remediation Action Plan as part of the site remediation activities at OEC. Converse is now working to prepare construction design plans and will provide assistance during the procurement of construction services. Upon commencement of the installation of the remediation system, Converse will also provide construction oversight, conduct sampling and file reports to the OCHCA for the first year the remediation system is in operation. The amendment is a time extension to allow Converse to continue with oversight and environmental activities needed for design, procurement, and installation as a result of the District's on-going efforts to remediate and cleanup the site to an acceptable environmental standard for commercial properties.

Currently, it is unknown how long the remediation system will need to be in operation. At minimum, the consultant is projecting the system to be in operation for at least five years before there is sufficient data to demonstrate the installed remediation system's effectiveness and rate of reduction of subsurface soil vapors. The agreement will need to be amended in the future once the system is in operation and after the first year of testing to continue with additional soil vapor sampling, lab testing, analysis, and reporting as determined by the OCHCA.

ANALYSIS

The services covered by this agreement commenced December 11, 2018 and the new end date has been extended from December 31, 2020 to be through December 31, 2022 or until the notice of completion for the construction work is completed and OCHCA project close out is achieved. The agreement remains based on a not to exceed fee of \$405,118.55.

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION

It is recommended the Board of Trustees approve the amendment to agreement with Converse Consultants - Environmental Consulting Services for the Orange Education Center at Santiago Canyon College as presented.

| | | |
|-----------------|---|-------------------------------|
| Fiscal Impact: | N/A | Board Date: December 14, 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: 12/14/20

Project: Orange Education Center

Site: **Santiago Canyon College**

Consultants: **Converse Consultants, Inc.**

Type of Service: Environmental Consulting Services

| Agreement Summary | Amount | Reimbursables | Start | Duration | |
|-------------------------------|---------------|----------------------|--------------|-----------------|-------------------|
| | | | | End | |
| Original Contract Amount | \$268,300.00 | \$47,000.00 | 12/11/2018 | | 12/30/2020 |
| Amendment #1 | \$89,818.55 | | | | 12/30/2020 |
| Amendment #2 | | | | | Project Close-Out |
| Total Agreement Amount | \$405,118.55 | | | | |

AGREEMENT NO 0319.00/ DESCRIPTION:

Amendment #2 is for an extension of time only.

This agreement #0319.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount:

N/A

Contract End Date:

Project Close-Out

SECOND AMENDMENT TO CONSULTANT SERVICES AGREEMENT

THIS AMENDMENT to AGREEMENT is made this 15th day of **December** in the year **2020**, between **CONVERSE CONSULTANTS**, hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend that certain AGREEMENT No. 0319.00 entered into on December 11, 2018 and amendment on January 13, 2020 to provide Environmental Consulting Services for the Orange Education Center. Please amend the AGREEMENT to include the following:
 - 1. By extending the contract completion date from December 31, 2020 to be through December 31, 2022 or until the notice of completion for the construction work is completed and Orange County Health Care Agency (OCHCA) project close out is achieved.
- B. 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. Civic Code § 1633.1 et seq.) and California Government Code §16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.
- C. Except as amended herein, the terms and conditions of AGREEMENT No. 0319.00, effective December 11, 2018, shall remain in full force and effect.

The parties, through their authorized representatives, have executed this AMENDMENT as of the day and year written above.

CONVERSE CONSULTANTS

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY

By _____

By _____

Print Name _____

Adam M. O’Connor

Title _____

Interim Vice Chancellor, Business Operations and Fiscal Services

Date _____

Date _____

Agreement No. 0319.02
Board Approval: December 14, 2020
Purchase Order: 19-P0054879

COPIES TO:

GENERATING OFFICE
Rancho Santiago Community College District
2323 N. Broadway, Suite 112
Santa Ana, CA 92706
Carri Matsumoto, Assistant Vice Chancellor
Facility Planning, District Construction and Support
Services

PURCHASING DEPARTMENT
Rancho Santiago Community College District
2323 N. Broadway, Suite 109
Santa Ana, CA 92706
Linda Melendez, Director of Purchasing Services

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

| | | | |
|---------|---|-------|-------------------|
| To: | Board of Trustees | Date: | December 14, 2020 |
| Re: | Approval of Amendment to Agreement with Southwest Inspection and Testing, Inc. - On-Call Materials Testing and Inspection Consulting Services for Various Facility Improvement Projects | | |
| Action: | Request for Approval | | |

BACKGROUND

This is an amendment to an existing agreement to extend time only. There are no additional costs for this amendment. On October 24, 2016, the Board of Trustees approved an agreement with Southwest Inspection and Testing, Inc. (“Southwest”) for on-call district-wide materials testing and inspection consulting services for various facility improvement projects. The District utilizes a variety of consultants for projects that are urgent, unanticipated or requested by the colleges in order to respond as quickly as possible. The on-call agreement allows the District to utilize consultant services on an as needed basis in a timely fashion.

The on-call materials testing and inspection consultant undertakes tests such as structural and concrete tests for a variety of small projects that occur district-wide. The District desires to have several on-call firms available who can respond timely and have adequate resources to provide services on an as-needed basis. Southwest has a history of providing timely services to the District as an on-call consultant. Additionally, materials testing and inspection services are required by the Division of the State Architect during the course of construction for specific scopes of work.

The District desires to continue utilizing the consultant for on-call services to provide continued services for work on projects district-wide as needed. There are two current projects and one future project that will require materials testing and inspection services by Southwest; 1) Parking Ticket Kiosk installation at Santiago Canyon College and 2) Barrier Removal - Broadmoor Trail Repair project at Santiago Canyon College; and 3) Parking Ticket Kiosk installation at Santa Ana College. To see original agreement, please [click here](#).

ANALYSIS

The services covered by this agreement commenced on October 25, 2016 and the new end date has been extended from December 31, 2020 to September 30, 2021. There are no additional costs for this amendment. The agreement remains based on a not to exceed fee of \$75,000.

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION

It is recommended the Board of Trustees approve the amendment to agreement with Southwest Inspection and Testing, Inc. - On-Call Materials Testing and Inspection Consulting Services for Various Facility Improvement Projects as presented.

| | | |
|-----------------|--|-------------------------------|
| Fiscal Impact: | N/A | Board Date: December 14, 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: 12/14/20

Project: On-Call Materials Testing and Inspection Consulting Services Site: **District-Wide**

Consultants: **Southwest Inspection & Testing, Inc.**

Type of Service: Materials Testing and Inspection Consulting Services

| Agreement Summary | Amount | Reimbursables | Duration | |
|-------------------------------|--------------------|----------------------|-----------------|------------|
| | | | Start | End |
| Original Contract Amount | \$50,000.00 | | 10/25/2016 | 12/31/2019 |
| Amendment #1 | \$25,000.00 | | | 12/31/2019 |
| Amendment #2 | | | | 12/31/2020 |
| Amendment #3 | | | | 9/30/2021 |
| Total Agreement Amount | \$75,000.00 | | | |

AGREEMENT NO 0216.00/ DESCRIPTION:

Amendment #3 for an extension of time only.

This agreement #0216.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **N/A**

Contract End Date: **9/30/2021**

THIRD AMENDMENT TO AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **15th** day of **December** in the year **2020**, between **SOUTHWEST INSPECTION & 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 #0216.00 entered into on October 24, 2016 and amended on February 25, 2019 and December 9, 2019 to provide on-call special inspection and material testing services. Please amend the AGREEMENT to include the following:
 - A. By extending the contract completion date from December 31, 2019 to be through September 30, 2021.
2. 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. 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 0216.00 effective October 25, 2016, shall remain in full force and effect.

SOUTHWEST INSPECTION & 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 _____

Agreement No. 0216.03
Board Approval: December 14, 2020
Purchase Order: 17-P0043571

COPIES TO:

GENERATING OFFICE
Rancho Santiago Community College District
2323 N. Broadway, Suite 112
Santa Ana, CA 92706
Carri Matsumoto, Assistant Vice Chancellor
Facilities 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

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

| | | | |
|---------|-----------------------------------|-------|-------------------|
| To: | Board of Trustees | Date: | December 14, 2020 |
| Re: | Acceptance of Donation of Vehicle | | |
| Action: | Request for Approval | | |

BACKGROUND

Individuals from time to time donate unwanted vehicles to the Santa Ana College Automotive Technology Program for instructional use. As prescribed in Board Policy 3820 such donations must be accepted by Board of Trustees action.

ANALYSIS

An individual donor has contacted the Santa Ana College Automotive department to donate a 2003 Silver Chrysler PT Cruiser, Touring Edition. The VIN number is 3CF4FY78G93T514840, with approximately 85,913 miles and has an estimated value of \$1,400. This value is determined by Kelley Blue Book estimations based on mileage, condition and year of vehicle.

The vehicle is considered to be in very good condition and will be put to use for hands-on training by the Automotive Technology program. In compliance with Board Policy 6752, the vehicle will be registered to Rancho Santiago Community College District.

RECOMMENDATION

It is recommended the Board of Trustees approve the acceptance of the donation of the 2003 Chrysler PT Cruiser as presented.

| | | | |
|-----------------|--|-------------|-------------------|
| Fiscal Impact: | None | Board Date: | December 14, 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 | | |

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

| | | | |
|---------|---|-------|-------------------|
| To: | Board of Trustees | Date: | December 14, 2020 |
| Re: | Adoption of Resolution No. 20-23 Authorizing the Procurement of District-wide Waste Handling and Recycling Services Without Competitive Bidding | | |
| Action: | Request for Adoption | | |

BACKGROUND

The District is currently in the last year of a two-year contract for solid waste collection and disposal service expiring December 31, 2020; therefore, it is time to re-bid this service.

ANALYSIS

Due to the need to develop a more robust contract to incorporate solid waste reduction, meet goals included in the District's Sustainability Plan and State law requirements to divert at least 50% of waste away from landfills, whether through waste reduction, recycling or other means, it was determined a Request for Proposals (RFP) is necessary. The evaluation of proposals from various qualified vendors is in accordance with Public Resources Code Section 40059 and compliance with AB939. This will allow flexibility for the District, as well as the bidders to provide the best solution to meet the needs and requirements of the District.

The approval of the attached Resolution No. 20-23 is authorizing the procurement of Districtwide waste handling and recycling services by contract without competitive bidding. Public Resources Code Section 40059 is specifically for solid waste handling services and requires a Resolution be adopted by the Board of Trustees if the District wishes to proceed with the RFP process for such services. The resolution was prepared by Hugh Lee, Esq. of the law firm Atkinson, Andelson, Loya, Ruud & Romo.

RECOMMENDATION

It is recommended the Board of Trustees adopt Resolution No. 20-23 Authorizing the Procurement of District-wide Waste Handling and Recycling Services Without Competitive Bidding as presented.

| | | | |
|-----------------|--|-------------|-------------------|
| Fiscal Impact: | N/A | Board Date: | December 14, 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 | | |

**BEFORE THE GOVERNING BOARD OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**RESOLUTION AUTHORIZING THE PROCUREMENT OF DISTRICT-WIDE WASTE
HANDLING AND RECYCLING SERVICES WITHOUT COMPETITIVE BIDDING**

RESOLUTION NO. 20-23

WHEREAS, the Governing Board of the Rancho Santiago Community College District (“District”) has a need to procure solid waste handling, trash and recycling services with a qualified vendor; and

WHEREAS, the District’s Governing Board of Trustees (“Board”) has determined that notwithstanding any other provision of law, aspects of solid waste handling including, but not limited to, frequency of collection, means of collection and transportation, level of services, charges and fees, and nature location, and extent of providing solid waste handling services are of a local concern; and

WHEREAS, the District’s Board has determined that it is in the best interest of the District to procure solid waste handling services by contract without competitive bidding; and

WHEREAS, Public Resources Code section 40059 states that the District may, upon determining that aspects of solid waste handling are of a local concern, may authorize the procurement of solid waste handling services by means of a contract without competitive bidding; and

WHEREAS, the District intends on procuring solid waste handling services in accordance with Public Resources Code section 40059 by requesting and evaluating Proposals based on a District-issued Request for Proposals (RFP) from various qualified vendors, and selecting a vendor that meets the District’s needs and requirements that it determines are in the best interests of the District.

NOW, THEREFORE, the District hereby finds, determines, declares and resolves as follows:

Section 1. All of the recitals set forth above are true and correct, and the District Board so finds and determines.

Section 2. The District intends on procuring solid waste handling services as allowed and in accordance with Public Resources Code section 40059.

Section 3. The District will request and evaluate Requests for Proposals from various qualified vendors and award a contract to a vendor that meets the District’s needs and requirements that it determines are in the best interests of the District.

Section 4. This resolution shall be effective as of date of its adoption.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Rancho Santiago Community College District this 14th day of December, 2020, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

I, _____, President of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

President of the Board of Trustees
Rancho Santiago Community College District

I, _____, Clerk of the Board of Trustees of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Rancho Santiago Community College District Governing Board at a regular meeting thereof held on the 14th day of December, 2020, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Rancho Santiago Community College District Governing Board this 14th day of December, 2020.

Clerk of the Board of Trustees
Rancho Santiago Community College District

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

| | |
|---|-------------------------|
| To: Board of Trustees | Date: December 14, 2020 |
| Re: Approval of Foundation for California Community Colleges (FCCC) Master Services Agreement No. 00003328 with NG Web Solutions, LLC | |
| Action: Request for Approval | |

BACKGROUND

The District and its colleges need to procure a technology solution that can help digitize existing paper-based forms and convert them to electronic format. Existing paper-based workflow processes have been impacted by COVID-19 restrictions, which has posed several challenges. A tool called Dynamic Forms has been identified to address this issue. This product allows conversion of paper-based forms into electronic forms with workflow capabilities. The Foundation for California Community Colleges (FCCC) has entered into an agreement with NG Web Solutions, LLC for this product. The FCCC, in an effort to assist all California Community Colleges, has negotiated a system-level agreement that is piggybackable under Public Contract Code §20661. In order to utilize this agreement, Board of Trustees approval is required.

ANALYSIS

Utilization of the FCCC Master Services Agreement 00003328 will allow the District to purchase technologies from NG Web Solutions, LLC on an 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 depending on the technology solution and quantity of available products and is effective through March 31, 2023.

The initial purchase will be funded by the Strong Workforce Development grant. Future technology solutions will be funded by the State Block Grant for purchases related to COVID-19 through June 2022.

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. 00003328 with NG Web Solutions, LLC, including renewals, future addendums, supplements, and extensions on an as needed basis as presented.

| | | |
|-----------------|--|-------------------------------|
| Fiscal Impact: | To be Determined | Board Date: December 14, 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. 00003328

This Master Agreement (“Agreement”) is entered into between the Foundation for California Community Colleges, a California 501(c)(3) nonprofit organization, (“Foundation”) and NG Web Solutions, LLC, a Nebraska limited liability company (“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 April 1, 2020 thru March 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 11 |
| Exhibit E | General Provisions | Page 12 |
| Exhibit F | Products and Services | Page 14 |
| Exhibit G | Supplier Commitment & Program Promotion | Page 22 |
| Exhibit H | Sample Form of Supplier Quarterly Reporting to Foundation | Page 24 |
| Exhibit I | Cooperative Utilization | Page 25 |
| Exhibit J | Contract Amendments/Modifications | Page 26 |

THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

NG WEB SOLUTIONS, LLC

By: Jim Grace

Print Name: Jim Grace

Title: Chief Operating Officer

Date: Apr 3, 2020

FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES

By: Jorge J.C. Sales

Print Name: Jorge J.C. Sales

Title: Executive Director, Program Development

Date: Apr 3, 2020

SUPPLIER – second signature if applicable

By: _____

Print Name: _____

Title: _____

Date: _____

FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES – signature 2 if applicable

By: Joseph Quintana

Print Name: Joseph Quintana

Title: Chief Operating Officer

Date: Apr 3, 2020

**PURCHASE ORDERS SUPPLEMENT - RESOLUTION NO. 20-03
PURCHASE ORDERS OF \$15,000 AND OVER
FROM OCTOBER 18, 2020 THROUGH NOVEMBER 30, 2020
BOARD MEETING OF DECEMBER 14, 2020**

| P.O. # | Amount | Description | Department | Comment |
|-------------|-------------|---|------------|--|
| 21-P0062915 | \$52,610.66 | Software licenses for NetTutor online tutoring, Proctorio online proctoring and ConexED (Including Cranium Café) online advising and student services softwares in support of temporary remote instruction (TRI). Software was previously funded by the State Chancellor's Office and discounted pricing is provided through the Foundation for California Community Colleges Systemwide Technology Access Collaborative (STAC) | DO -ITS | 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) |

10/18/20 thru 11/07/20

| P.O. # | Date | Fund | Department | Description | Vendor Name | PO Amount |
|-------------|----------|------|-------------------------------|----------------------------------|--|-----------|
| 21-B0001888 | 10/28/20 | 81 | Auxiliary Services Office | Agency Fund Liab Beg Fund Bal | CARRIER TRANSICOLD | 1,025.04 |
| 21-B0001889 | 11/04/20 | 81 | Auxiliary Services Office | Agency Fund Liab Beg Fund Bal | SVM LP | 728.95 |
| 21-B0001890 | 11/04/20 | 81 | Auxiliary Services Office | Agency Fund Liab Beg Fund Bal | SVM LP | 808.95 |
| 21-P0062628 | 10/19/20 | 12 | Fine & Performing Arts Office | Instructional Supplies | OFFICE DEPOT BUSINESS SVCS | 5,500.00 |
| 21-P0062629 | 10/19/20 | 12 | Career Ed & Work Dev Office | Instructional Supplies | AMAZON COM | 75.93 |
| 21-P0062630 | 10/19/20 | 11 | Maintenance & Operations | Non-Instructional Supplies | AMAZON COM | 420.61 |
| 21-P0062631 | 10/19/20 | 12 | Family & Consumer Studies | Books, Mags & Subscrip-Non-Lib | NATIONAL RESTAURANT ASSOCIATION SOLUTIONS LLC | 1,835.19 |
| 21-P0062632 | 10/20/20 | 12 | Counseling | Non-Instructional Supplies | ART SUPPLY WAREHOUSE | 1,300.00 |
| 21-P0062633 | 10/20/20 | 12 | Health & Wellness | Software License and Fees | POINT AND CLICK SOLUTIONS INC | 443.33 |
| 21-P0062634 | 10/20/20 | 13 | Maintenance | Contracted Services | CLIMATEC LLC | 5,879.21 |
| 21-P0062635 | 10/20/20 | 12 | Health & Wellness | Software License and Fees | POINT AND CLICK SOLUTIONS INC | 228.67 |
| 21-P0062636 | 10/20/20 | 12 | Sci, Math, Health Sci Office | Instructional Supplies | AMAZON COM | 395.87 |
| 21-P0062637 | 10/20/20 | 12 | Orange Educ Ctr-Instruction | Software License and Fees | ACADEMY ASSOCIATION INC | 3,429.00 |
| 21-P0062638 | 10/20/20 | 11 | Maintenance & Operations | Landscaping | QUEZADA PRO LANDSCAPE INC | 8,820.00 |
| 21-P0062639 | 10/20/20 | 11 | District Wide Technology | Contracted Services | D4 SOLUTIONS INC. | 1,872.65 |
| 21-P0062640 | 10/20/20 | 12 | Continuing Education Division | Equip-All Other >\$1,000<\$5,000 | GOLDEN STAR TECHNOLOGY, INC. | 31,409.68 |
| 21-P0062641 | 10/20/20 | 12 | Pathways to Teaching | TB/Hep Tests & Physicals Exp | RANCHO SANTIAGO COMMUNITY COLL. DIST. | 90.00 |
| 21-P0062642 | 10/20/20 | 12 | Biology | Instructional Supplies | AMAZON COM | 1,100.58 |
| 21-P0062643 | 10/20/20 | 12 | Biology | Instructional Supplies | FISHER SCIENTIFIC | 6,655.17 |
| 21-P0062644 | 10/20/20 | 12 | Automotive Technology/Engine | Equip-All Other >\$1,000<\$5,000 | MATCO TOOLS | 6,194.41 |
| 21-P0062645 | 10/20/20 | 12 | Biology | Equip-All Other >\$1,000<\$5,000 | C.C. IMEX | 9,701.98 |
| 21-P0062646 | 10/20/20 | 12 | Nursing | Equip-All Other >\$1,000<\$5,000 | POCKET NURSE | 5,049.57 |
| 21-P0062647 | 10/20/20 | 12 | Business Applications & Tech | Non-Instructional Supplies | AMAZON COM | 680.06 |
| 21-P0062648 | 10/20/20 | 12 | Television (TV/Film/Video) | Non-Instructional Supplies | AMAZON COM | 291.02 |
| 21-P0062650 | 10/20/20 | 11 | Purchasing | Non-Instructional Supplies | OFFICE DEPOT BUSINESS SVCS | 183.81 |
| 21-P0062651 | 10/20/20 | 11 | Information Tech Svcs Office | Inst Dues & Memberships | CHIEF INFORMATION SYSTEMS OFFICERS ASSOCIATION | 300.00 |
| 21-P0062652 | 10/20/20 | 12 | CJ/Academies | Non-Instructional Supplies | COULTER VENTURES, LLC | 3,675.02 |
| 21-P0062653 | 10/20/20 | 12 | Automotive Technology/Engine | Instructional Supplies | TRANSTAR INDUSTRIES INC | 1,008.11 |
| 21-P0062654 | 10/20/20 | 12 | Counseling | Books Paid for Students | DON BOOKSTORE | 5,000.00 |
| 21-P0062655 | 10/20/20 | 12 | Career Ed & Work Dev Office | Non-Instructional Supplies | TEAMWORK PROMOTIONAL | 3,424.99 |
| 21-P0062656 | 10/21/20 | 12 | Academic Affairs Office-VP | Software License and Fees | MACKAY, LLC | 5,000.00 |
| 21-P0062657 | 10/21/20 | 11 | District Wide Technology | Software License and Fees | GMO GLOBALSIGN, INC. | 6,299.00 |
| 21-P0062658 | 10/21/20 | 12 | Safety & Parking - DO | Software License and Fees | LEXIPOL LLC | 8,807.00 |
| 21-P0062659 | 10/21/20 | 12 | CJ/Academies | Non-Instructional Supplies | COULTER VENTURES, LLC | 4,723.68 |
| 21-P0062660 | 10/21/20 | 11 | District Wide Technology | Non-Instructional Supplies | CDW GOVERNMENT INC. | 238.93 |
| 21-P0062661 | 10/21/20 | 12 | Safety & Parking - DO | Contracted Repair Services | PYRO-COMM SYSTEMS, INC. | 727.54 |
| 21-P0062662 | 10/21/20 | 12 | Safety & Parking - DO | Software License and Fees | INTIME SERVICES INC | 6,000.00 |
| 21-P0062663 | 10/21/20 | 12 | Sci, Math, Health Sci Office | Instructional Supplies | MORRIS AND LEE INC | 21,760.41 |
| 21-P0062664 | 10/21/20 | 12 | Biology | Instructional Supplies | GILSON INC | 14,693.66 |
| 21-P0062665 | 10/21/20 | 12 | Television (TV/Film/Video) | Instructional Supplies | B & H PHOTO VIDEO INC | 4,898.79 |
| 21-P0062666 | 10/21/20 | 12 | Career Ed & Work Dev Office | Non-Instructional Supplies | SMART LEVELS MEDIA | 6,817.20 |
| 21-P0062667 | 10/21/20 | 11 | Business Operations' Office | Food and Food Service Supplies | PEPI COMPANY OF CALIFORNIA | 270.12 |

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| P.O. # | Date | Fund | Department | Description | Vendor Name | PO Amount |
|-------------|----------|------|-------------------------------|----------------------------------|---|------------|
| 21-P0062668 | 10/21/20 | 12 | Health & Wellness | Equip-All Other >\$1,000<\$5,000 | MCKESSON GENERAL MEDICAL CORP | 1,309.31 |
| 21-P0062669 | 10/21/20 | 12 | Accounting | Instructional Supplies | OFFICE DEPOT BUSINESS SVCS | 209.73 |
| 21-P0062670 | 10/21/20 | 12 | Academic Affairs Office | Equip-Fed Prgm >\$1,000< \$5,000 | ADORAMA INC | 1,534.98 |
| 21-P0062671 | 10/21/20 | 12 | Biology | Instructional Supplies | GSC INTERNATIONAL INC. | 32.78 |
| 21-P0062672 | 10/21/20 | 12 | CJ/Academies | Equip-All Other > \$5,000 | GOLDEN STAR TECHNOLOGY, INC. | 12,752.01 |
| 21-P0062673 | 10/21/20 | 11 | District Wide Technology | Equip-All Other >\$1,000<\$5,000 | GOLDEN STAR TECHNOLOGY, INC. | 1,427.71 |
| 21-P0062674 | 10/21/20 | 12 | Financial Aid Office | Equip-All Other >\$1,000<\$5,000 | OFFICE DEPOT BUSINESS SVCS | 3,031.67 |
| 21-P0062675 | 10/21/20 | 12 | Welding | Instructional Supplies | NORMAN INDUSTRIAL MATERIALS, INC. | 42,584.41 |
| 21-P0062676 | 10/21/20 | 12 | EOPS | Equip-All Other >\$1,000<\$5,000 | CDW GOVERNMENT INC. | 1,548.40 |
| 21-P0062677 | 10/21/20 | 12 | Center for Teacher Education | Books, Mags & Subscrip-Non-Lib | DON BOOKSTORE | 3,679.54 |
| 21-P0062678 | 10/21/20 | 12 | Custodial | Non-Instructional Supplies | AMERICAN CHEMICAL & SANITARY | 2,500.00 |
| 21-P0062679 | 10/21/20 | 12 | Custodial | Non-Instructional Supplies | ADVANTAGE WEST INVESTMENT ENTERPRISES INC | 2,500.00 |
| 21-P0062680 | 10/21/20 | 11 | Digital Media Center | Contracted Services | IRVINE VALLEY AIR CONDITIONING INC | 1,572.94 |
| 21-P0062681 | 10/21/20 | 11 | Digital Media Center | Contracted Services | IRVINE VALLEY AIR CONDITIONING INC | 3,509.53 |
| 21-P0062682 | 10/22/20 | 11 | Digital Media Center | Contracted Services | IRVINE VALLEY AIR CONDITIONING INC | 8,341.80 |
| 21-P0062683 | 10/22/20 | 11 | Digital Media Center | Contracted Services | IRVINE VALLEY AIR CONDITIONING INC | 6,825.80 |
| 21-P0062684 | 10/22/20 | 11 | Digital Media Center | Contracted Services | IRVINE VALLEY AIR CONDITIONING INC | 2,442.83 |
| 21-P0062685 | 10/22/20 | 11 | Digital Media Center | Contracted Services | IRVINE VALLEY AIR CONDITIONING INC | 1,080.00 |
| 21-P0062686 | 10/22/20 | 11 | Maintenance | Contracted Services | ORKIN PEST CONTROL | 350.00 |
| 21-P0062687 | 10/22/20 | 12 | Fine & Performing Arts Office | Instructional Supplies | AMAZON COM | 3,343.42 |
| 21-P0062688 | 10/22/20 | 12 | Short-Term Vocational | Equip-All Other > \$5,000 | MEDLINE INDUSTRIES INC | 31,682.95 |
| 21-P0062689 | 10/22/20 | 12 | Counseling | Contracted Services | SEHI COMPUTER PRODUCTS | 2,700.00 |
| 21-P0062690 | 10/22/20 | 33 | EHS Administration | Non-Instructional Supplies | AMAZON COM | 129.18 |
| 21-P0062691 | 10/22/20 | 12 | District Operations | Other Federal Revenues | LOWES HOME IMPROVEMENT | 4,339.69 |
| 21-P0062692 | 10/22/20 | 12 | Academic Affairs Office | Instructional Supplies | AMAZON COM | 92.85 |
| 21-P0062693 | 10/22/20 | 11 | Transportation | Equip-All Other >\$1,000<\$5,000 | THE PAPE GROUP INC | 1,762.44 |
| 21-P0062694 | 10/22/20 | 11 | Maintenance | Contracted Repair Services | HIGH RISE GLASS & DOORS INC | 1,892.00 |
| 21-P0062695 | 10/22/20 | 12 | High Tech Center DSPTS | Software License and Fees | FREEDOM SCIENTIFIC BLV GROUP | 5,775.00 |
| 21-P0062696 | 10/22/20 | 12 | Business Applications & Tech | Equip-All Other > \$5,000 | ENTERPRISE UAS, LLC | 58,531.79 |
| 21-P0062697 | 10/23/20 | 11 | Mailroom | Postage | POSTMASTER | 104,191.00 |
| 21-P0062698 | 10/23/20 | 11 | Mailroom | Postage | PURCHASE POWER | 50,000.00 |
| 21-P0062699 | 10/23/20 | 12 | Earth Science | Instructional Supplies | FISHER SCIENTIFIC | 1,136.06 |
| 21-P0062700 | 10/23/20 | 11 | Mailroom | Postage | PURCHASE POWER | 100,000.00 |
| 21-P0062701 | 10/23/20 | 12 | Biology | Instructional Supplies | C.C. IMEX | 5,571.20 |
| 21-P0062702 | 10/23/20 | 12 | Academic Affairs Office | Instructional Supplies | MONOPRICE INC | 141.59 |
| 21-P0062703 | 10/23/20 | 12 | Financial Aid Office | Inst Dues & Memberships | NATIONAL STUDENT EMPLOYMENT ASSOCIATION | 450.00 |
| 21-P0062704 | 10/23/20 | 12 | Admin Services Office | Non-Instructional Supplies | ULINE | 3,657.85 |
| 21-P0062705 | 10/23/20 | 13 | Maintenance | Non-Instructional Supplies | TRANE U.S. INCYTRANE U.S. INC | 74.77 |
| 21-P0062706 | 10/23/20 | 12 | Math | Instructional Supplies | GOLDEN STAR TECHNOLOGY, INC. | 2,017.69 |
| 21-P0062707 | 10/23/20 | 12 | Library Services | Library Books | GREENHAVEN PUBLISHING LLC | 210.33 |
| 21-P0062708 | 10/23/20 | 41 | Facility Planning Office | Site Improv - Land Survey | HUITT-ZOLLARS, INC. | 4,920.00 |
| 21-P0062709 | 10/23/20 | 12 | Emergency Medical Technician | Instructional Supplies | ZOLL MEDICAL CORP | 2,289.06 |

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| P.O. # | Date | Fund | Department | Description | Vendor Name | PO Amount |
|-------------|----------|------|-------------------------------|----------------------------------|---|-----------|
| 21-P0062710 | 10/23/20 | 11 | Board of Trustees | Food and Food Service Supplies | FARMERS AND MERCHANTS BANK OF LB | 4,000.00 |
| 21-P0062711 | 10/23/20 | 12 | Emergency Medical Technician | Instructional Supplies | TACTICAL MEDICAL SOLUTIONS, LLC | 2,051.89 |
| 21-P0062712 | 10/23/20 | 33 | EHS Santa Ana College | Non-Instructional Supplies | SMART & FINAL | 250.00 |
| 21-P0062713 | 10/23/20 | 33 | EHS Santa Ana College | Non-Instructional Supplies | AMMEX | 975.00 |
| 21-P0062714 | 10/23/20 | 33 | EHS Santa Ana College | Non-Instructional Supplies | OFFICE DEPOT BUSINESS SVCS | 1,000.00 |
| 21-P0062715 | 10/23/20 | 11 | Grounds | Rental-Equipment (Short-term) | EBERHARD EQUIPMENT | 2,000.00 |
| 21-P0062716 | 10/23/20 | 33 | CDC Santa Ana College | Food and Food Service Supplies | SMART & FINAL | 500.00 |
| 21-P0062717 | 10/23/20 | 12 | Biology | Equip-All Other > \$5,000 | ARTEL INC | 19,715.00 |
| 21-P0062719 | 10/26/20 | 12 | Family & Consumer Studies | Fees Paid for Students | NATIONAL RESTAURANT ASSOCIATION SOLUTIONS LLC | 6,325.58 |
| 21-P0062720 | 10/26/20 | 11 | Manufacturing Technology | Contracted Repair Services | DANS MACHINE REPAIR | 720.00 |
| 21-P0062721 | 10/26/20 | 13 | Fire Academy | Rental-Equipment (Short-term) | RYDER TRUCK RENTAL INC | 500.00 |
| 21-P0062722 | 10/26/20 | 33 | EHS Administration | Instructional Supplies | LAKESHORE LEARNING MATERIALS | 5,000.00 |
| 21-P0062723 | 10/26/20 | 41 | Facility Planning Office | Bldg Impr - Geotech/Geohaz | CONVERSE CONSULTANTS | 26,390.00 |
| 21-P0062724 | 10/27/20 | 41 | Facility Planning Office | Bldg Impr - Other Services | CHIPMAN CORPORATION | 6,200.00 |
| 21-P0062725 | 10/27/20 | 11 | District Wide Technology | Non-Instructional Supplies | AMAZON COM | 17.45 |
| 21-P0062726 | 10/27/20 | 33 | CDC Santa Ana College | Non-Instructional Supplies | AMAZON COM | 221.57 |
| 21-P0062727 | 10/27/20 | 12 | Engineering | Instructional Supplies | ROBOTSHOP INC | 318.26 |
| 21-P0062728 | 10/27/20 | 33 | EHS Santa Ana College | Non-Instructional Supplies | FARMERS AND MERCHANTS BANK OF LB | 688.07 |
| 21-P0062729 | 10/27/20 | 11 | Transportation | Repair & Replacement Parts | BOYCE INDUSTRIES | 300.00 |
| 21-P0062730 | 10/27/20 | 13 | Grounds | Maint/Oper Service Agreements | PROFESSIONAL TURF SPECIALTIES INC | 46,690.00 |
| 21-P0062731 | 10/27/20 | 13 | Risk Management | Contracted Services | DE LA TORRE COMMERCIAL | 14,336.30 |
| 21-P0062732 | 10/28/20 | 12 | Upward Bound | Non-Instructional Supplies | STEMFINITY LLC | 7,274.77 |
| 21-P0062733 | 10/28/20 | 12 | Counseling | Equip-All Other >\$1,000<\$5,000 | CDW GOVERNMENT INC. | 26,621.71 |
| 21-P0062734 | 10/28/20 | 12 | Library Services | Library Books - Periodicals | EBSCO | 41.47 |
| 21-P0062735 | 10/28/20 | 12 | Career Education Office | Advertising | ORANGE COUNTY APT HOUSE ASSOCIATION INC. | 500.00 |
| 21-P0062736 | 10/28/20 | 12 | Continuing Education Division | Equip-All Other >\$1,000<\$5,000 | GOLDEN STAR TECHNOLOGY, INC. | 51,397.65 |
| 21-P0062737 | 10/28/20 | 12 | Biology | Advertising | VILLA PARK HIGH SCHOOL | 400.00 |
| 21-P0062738 | 10/28/20 | 12 | Business Division Office | Software License and Fees | CERTIPOINT INC | 1,560.00 |
| 21-P0062739 | 10/28/20 | 12 | LA/OC Regional Consortia | Software License and Fees | PALOMAR COLLEGE/TTIP SOUTH PROJECT | 1,120.00 |
| 21-P0062740 | 10/28/20 | 13 | SAC Research | Non-Instructional Supplies | OFFICE DEPOT BUSINESS SVCS | 200.00 |
| 21-P0062741 | 10/28/20 | 12 | Human Resources Office | Non-Instructional Supplies | OFFICE DEPOT BUSINESS SVCS | 500.00 |
| 21-P0062742 | 10/28/20 | 12 | Distance Education | Contracted Services | CARNEGIE MELLON UNIVERSITY | 8,750.00 |
| 21-P0062743 | 10/29/20 | 33 | CDC Administration | Other Licenses & Fees | DEPT OF SOCIAL SERVICES | 242.00 |
| 21-P0062744 | 10/29/20 | 12 | Safety & Parking - DO | Lease Agreement - Facility | COUNTY OF ORANGE | 392.10 |
| 21-P0062745 | 10/29/20 | 11 | Fire Academy | Contracted Services | SAHAKIAN HAYREGH | 80.00 |
| 21-P0062746 | 10/29/20 | 12 | Inmate Education Program | Books, Mags & Subscrip-Non-Lib | AMAZON COM | 36.66 |
| 21-P0062747 | 10/29/20 | 12 | Continuing Education Division | Contracted Services | INTERACT COMMUNICATIONS | 26,400.00 |
| 21-P0062748 | 10/29/20 | 12 | Chemistry | Instructional Supplies | CAROLINA BIOLOGICAL SUPPLY CO | 66,322.94 |
| 21-P0062749 | 10/29/20 | 12 | Counseling | Equip-All Other >\$1,000<\$5,000 | GOV CONNECTION | 50,633.28 |
| 21-P0062750 | 10/29/20 | 12 | Veterans Resource Center | Inst Dues & Memberships | NATL ASSOC OF VETERANS PROGRAM ADMIN | 175.00 |
| 21-P0062751 | 10/29/20 | 11 | Networking | Contracted Repair Services | D4 SOLUTIONS INC. | 338.51 |
| 21-P0062752 | 10/29/20 | 12 | Business Applications & Tech | Equip-All Other >\$1,000<\$5,000 | B & H PHOTO VIDEO INC | 9,357.98 |

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| P.O. # | Date | Fund | Department | Description | Vendor Name | PO Amount |
|-------------|----------|------|--------------------------------|----------------------------------|-----------------------------------|------------|
| 21-P0062753 | 10/29/20 | 12 | Center for Teacher Education | Contracted Services | JDA13 CONSULTING | 3,000.00 |
| 21-P0062754 | 10/29/20 | 13 | Computer Science | Equip-All Other > \$5,000 | SIDEPATH INC | 14,994.23 |
| 21-P0062755 | 10/29/20 | 12 | Computer Science | Equip-All Other > \$5,000 | SIDEPATH INC | 27,932.00 |
| 21-P0062756 | 10/30/20 | 41 | Facility Planning Office | Bldg Impr-Blueprint/Reprod/Adv | AMERICAN REPROGRAPHICS CO LLC | 6,075.00 |
| 21-P0062757 | 11/02/20 | 12 | Safety & Parking - DO | Non-Instructional Supplies | AMAZON COM | 419.26 |
| 21-P0062758 | 11/02/20 | 12 | Risk Management | Non-Instructional Supplies | HOME DEPOT | 468.68 |
| 21-P0062759 | 11/02/20 | 12 | Veterans Resource Center | Software License and Fees | HEIBERG CONSULTING INC | 1,100.00 |
| 21-P0062760 | 11/02/20 | 12 | Engineering | Instructional Supplies | ANAHEIM AUTOMATION | 1,297.66 |
| 21-P0062761 | 11/02/20 | 12 | Upward Bound | Contracted Services | ADAMOS JERALD | 300.00 |
| 21-P0062762 | 11/02/20 | 11 | Transportation | Other Licenses & Fees | SCAQMD | 156.86 |
| 21-P0062763 | 11/02/20 | 41 | Facility Planning Office | Site Improv - Contractor Svcs | D4 SOLUTIONS INC. | 284.23 |
| 21-P0062764 | 11/02/20 | 12 | Career Education Office | Advertising | CALIF LAND SURVEYORS ASSOC | 242.50 |
| 21-P0062765 | 11/02/20 | 12 | Computer Science | Equip-All Other > \$5,000 | ENTERASOURCE, LLC | 16,380.95 |
| 21-P0062766 | 11/02/20 | 12 | Financial Aid Office | Contracted Services | ECMC | 2,700.00 |
| 21-P0062767 | 11/02/20 | 12 | Upward Bound | Non-Instructional Supplies | CDW GOVERNMENT INC. | 433.09 |
| 21-P0062768 | 11/02/20 | 12 | Kinesiology - Intercoll Athlet | Instructional Supplies | LAURIE ROEBUCK | 569.17 |
| 21-P0062769 | 11/02/20 | 12 | Kinesiology - Intercoll Athlet | Instructional Supplies | LAURIE ROEBUCK | 699.03 |
| 21-P0062770 | 11/02/20 | 41 | Facility Planning Office | Buildings - DSA Project Insp | TEAM PROFESSIONAL SERVICES, INC. | 987,136.00 |
| 21-P0062771 | 11/02/20 | 33 | CDC Santa Ana College | Non-Instructional Supplies | HOME DEPOT | 600.00 |
| 21-P0062772 | 11/02/20 | 61 | Risk Management | Self Insurance Claims | HIGH RISE GLASS & DOORS INC | 15,832.00 |
| 21-P0062773 | 11/03/20 | 11 | Maintenance & Operations | Contracted Repair Services | PROFESSIONAL PLUMBING & | 2,930.00 |
| 21-P0062774 | 11/03/20 | 41 | Facility Planning Office | Bldg Impr-Blueprint/Reprod/Adv | CALIFORNIA NEWSPAPERS PARTNERSHIP | 10,060.64 |
| 21-P0062775 | 11/03/20 | 12 | Upward Bound | Contracted Services | CUEVAS STEPHANY | 300.00 |
| 21-P0062776 | 11/03/20 | 12 | Computer Science | Instructional Supplies | MONOPRICE INC | 501.68 |
| 21-P0062777 | 11/03/20 | 13 | Transportation | Contracted Repair Services | UNITED AUTOMOTIVE SVC INC | 9,000.00 |
| 21-P0062778 | 11/03/20 | 41 | Facility Planning Office | Site Improv - Contractor Svcs | A GOOD SIGN & GRAPHICS CO | 4,300.00 |
| 21-P0062779 | 11/03/20 | 41 | Facility Planning Office | Site Improv - Geotech/Geohaz | SOUTHWEST INSPECTION | 9,900.00 |
| 21-P0062780 | 11/03/20 | 13 | Counseling | Inst Dues & Memberships | SCIAC SO CALIF INTERSEGME | 100.00 |
| 21-P0062781 | 11/03/20 | 12 | Counseling | Contracted Services | DARAPHANT BOONYARIT | 100.00 |
| 21-P0062782 | 11/03/20 | 12 | Counseling | Contracted Services | REYES YOSIMOR JIMENEZ | 2,000.00 |
| 21-P0062783 | 11/03/20 | 12 | Public Affairs/Gov Rel Office | Non-Instructional Supplies | ADVENTURES IN ADVERTISING | 9,182.47 |
| 21-P0062784 | 11/03/20 | 12 | Talent Search | Software License and Fees | HEIBERG CONSULTING INC | 1,599.00 |
| 21-P0062785 | 11/03/20 | 13 | Distance Education | Contracted Services | 25TH HOUR COMMUNICATIONS | 10,300.00 |
| 21-P0062786 | 11/04/20 | 12 | Counseling | Non-Instructional Supplies | CDW GOVERNMENT INC. | 16.11 |
| 21-P0062787 | 11/04/20 | 12 | Computer Science | Instructional Supplies | B & H PHOTO VIDEO INC | 1,490.55 |
| 21-P0062788 | 11/04/20 | 12 | Short-Term Vocational | Equip-All Other >\$1,000<\$5,000 | GOLDEN STAR TECHNOLOGY, INC. | 21,415.69 |
| 21-P0062789 | 11/04/20 | 12 | Biology | Instructional Supplies | BIO RAD LABORATORIES | 589.33 |
| 21-P0062790 | 11/04/20 | 13 | Honors Program | Inst Dues & Memberships | HONORS TRANSFER COUNCIL OF CALIF | 120.00 |
| 21-P0062791 | 11/04/20 | 12 | Chemistry | Software License and Fees | BEYOND LABZ LLC | 7,920.00 |
| 21-P0062792 | 11/04/20 | 12 | Distance Education | Contracted Services | LUMEN LEARNING LLC | 8,750.00 |
| 21-P0062793 | 11/04/20 | 13 | Publications | Reproduction/Printing Expenses | R AND T BOOKBINDING, INC. | 1,000.00 |
| 21-P0062794 | 11/04/20 | 12 | Student Services Office | Software License and Fees | NEXT GEN WEB SOLUTIONS | 8,470.00 |

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| P.O. # | Date | Fund | Department | Description | Vendor Name | PO Amount |
|---------------------|----------|------|-------------------------------|--------------------------------|--|-----------------------|
| 21-P0062795 | 11/04/20 | 11 | District Wide Technology | Contracted Services | COMPUTER PROTECTION TECHNOLOGY, INC. | 6,830.38 |
| 21-P0062796 | 11/04/20 | 13 | President's Office | Inst Dues & Memberships | SOUTHERN CALIFORNIA WRESTLING ALLIANCE | 674.00 |
| 21-P0062797 | 11/04/20 | 12 | Research | Non-Instructional Supplies | OFFICE DEPOT BUSINESS SVCS | 500.00 |
| 21-P0062798 | 11/04/20 | 11 | Maintenance | Contracted Repair Services | ACCO ENGINEERED SYSTEMS INC | 13,306.00 |
| 21-P0062799 | 11/05/20 | 12 | Professional Development | Contracted Services | JOY DEGRUY PUBLICATIONS | 8,500.00 |
| 21-P0062800 | 11/05/20 | 12 | Kinesiology - Intercol Athlet | Instructional Supplies | SNAILS PACE RUNNING SHOP | 1,748.00 |
| 21-P0062801 | 11/05/20 | 11 | District Wide Technology | Software License and Fees | FARMERS AND MERCHANTS BANK OF LB | 336.00 |
| 21-P0062802 | 11/06/20 | 11 | Maintenance & Operations | Non-Instructional Supplies | TAYLOR FLAG & BANNER CO | 1,629.32 |
| 21-P0062803 | 11/06/20 | 12 | Physics | Software License and Fees | VERNIER SOFTWARE & TECHNOLOGY LLC | 2,838.00 |
| 21-P0062804 | 11/06/20 | 12 | English | Instructional Supplies | CN SCHOOL AND OFFICE SOLUTIONS INC | 38,797.68 |
| 21-P0062805 | 11/06/20 | 12 | Short-Term Vocational | Contracted Services | IRVINE MEGAN ONEILL | 825.00 |
| 21-P0062806 | 11/06/20 | 11 | International Student Program | Advertising | SABERS RENA | 372.20 |
| 21-P0062807 | 11/06/20 | 12 | Nursing | Software License and Fees | KAPLAN, INC | 39,300.00 |
| 21-P0062808 | 11/06/20 | 11 | District Wide Technology | Non-Instructional Supplies | GOV CONNECTION | 22,408.27 |
| 21-P0062809 | 11/06/20 | 11 | Accounting | Contracted Services | SOCAL SHRED LLC | 150.00 |
| 21-P0062810 | 11/06/20 | 12 | Health Sciences Education | Contracted Services | 25TH HOUR COMMUNICATIONS | 10,000.00 |
| 21-P0062811 | 11/06/20 | 12 | Fine & Performing Arts Office | Instructional Supplies | HOME DEPOT | 519.85 |
| 21-P0219404 | 10/21/20 | 12 | Safety & Parking - DO | Software License and Fees | RAVE WIRELESS, INC | 34,806.86 |
| 21-P0219405 | 10/28/20 | 11 | District Wide Technology | Software Support Service-Fixed | ELLUCIAN COMPANY L.P. | 592,463.00 |
| 21-P0219406 | 10/29/20 | 13 | Maintenance | Maint/Oper Service Agreements | THYSENKRUPP ELEVATOR CORP | 15,626.10 |
| 21-P0219407 | 11/02/20 | 11 | CJ/Academies | Trash Disposal | WARE DISPOSAL CO INC | 2,551.50 |
| 21-P0219408 | 11/06/20 | 12 | Resource Development | Contracted Services | LOS ANGELES COMMUNITY COLLEGE DISTRICT | 636,202.00 |
| Grand Total: | | | | | | \$3,681,499.92 |

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| P.O. # | Date | Fund | Department | Description | Vendor Name | Amount |
|---------------|------------|------|---------------|---------------------|-----------------------|-------------------|
| GM-HAWK003574 | 10/21/2020 | 31 | SCC BOOKSTORE | General Merchandise | A&E DISTRIBUTION | \$693.70 |
| GM-HAWK003575 | 10/21/2020 | 31 | SCC BOOKSTORE | General Merchandise | PEPSI COLA CO | \$946.74 |
| TX-DON006511 | 10/19/2020 | 31 | SAC BOOKSTORE | Textbook | MBS TEXTBOOK EXCHANGE | \$60.00 |
| TX-DON006512 | 10/20/2020 | 31 | SAC BOOKSTORE | Textbook | NEBRASKA BOOK COMPANY | \$504.00 |
| TX-DON006513 | 10/21/2020 | 31 | SAC BOOKSTORE | Textbook | MBS TEXTBOOK EXCHANGE | \$25.50 |
| TX-DON006514 | 10/21/2020 | 31 | SAC BOOKSTORE | Textbook | PEARSON EDUCATION | \$2,874.75 |
| TX-DON006515 | 10/21/2020 | 31 | SAC BOOKSTORE | Textbook | NEBRASKA BOOK COMPANY | \$126.00 |
| TX-DON006516 | 10/26/2020 | 31 | SAC BOOKSTORE | Textbook | NEBRASKA BOOK COMPANY | \$15.41 |
| TX-DON006517 | 11/2/2020 | 31 | SAC BOOKSTORE | Textbook | NEBRASKA BOOK COMPANY | \$159.98 |
| TX-DON006518 | 11/2/2020 | 31 | SAC BOOKSTORE | Textbook | NEBRASKA BOOK COMPANY | \$6.62 |
| TX-HAWK004770 | 10/19/2020 | 31 | SCC BOOKSTORE | Textbook | REAL ESTATE CENTRE | \$420.00 |
| TX-HAWK004771 | 10/22/2020 | 31 | SCC BOOKSTORE | Textbook | NORTON, INC. | \$240.00 |
| | | | | | | \$6,072.70 |

| 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 |

5.23 (7)

Legend: * = Multiple Funds for this P.O.

Printed: 11/19/2020 12:27:44PM

Environment: Production

LoginID: DR21189

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM OCTOBER 18, 2020 THROUGH NOVEMBER 7, 2020
BOARD MEETING OF DECEMBER 14, 2020**

| P.O. # | Amount | Description | Department | Comment |
|-------------|--------------|---|------------------------------------|---|
| 21-P0062640 | \$31,409.68 | Laptop computers with extended warranties to be checked out by students for remote use | SAC -Continuing Education Division | Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #MNVP-133 Board Approved: November 9, 2015 |
| 21-P0062663 | \$21,760.41 | Science lab kits for student use in the Spring 2021 Semester | SAC -Biology | Received Quotations: *1. Science Interactive 2. Edvotek *Successful Bidder |
| 21-P0062675 | \$42,584.41 | Metal sheets, plates and tubes for use in Welding classes | SAC -Welding | Received Quotations: *1. Industrial Metal Supply Co. 2. Benner Metals *Successful Bidder |
| 21-P0062688 | \$31,682.95 | Nursing manikins and software | SAC -Remington Ed. Ctr. | Received Quotations: *1. Medline Industries 2. Pocket Nurse *Successful Bidder |
| 21-P0062696 | \$58,531.79 | Two drones with batteries, imaging and propeller accessories for the drone program at Santa Ana College | SAC -Business Applications & Tech | Received Quotations: *1. Dronefly DBA DSLRPROS 2. Drone Made Easy *Successful Bidder |
| 21-P0062697 | \$104,191.00 | Postage for bulk mail used District-wide | DO -Mailroom | |

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM OCTOBER 18, 2020 THROUGH NOVEMBER 7, 2020
BOARD MEETING OF DECEMBER 14, 2020**

| P.O. # | Amount | Description | Department | Comment |
|-------------|--------------|--|------------------------------------|---|
| 21-P0062698 | \$50,000.00 | Metered postage for District Operations Center | DO -Mailroom | |
| 21-P0062700 | \$100,000.00 | Metered postage for Santa Ana College | DO -Mailroom | |
| 21-P0062717 | \$19,715.00 | Pipet Calibration System (PCS) package including instrument, software and hardware | SAC -Biology | Board Approved: September 14, 2020 |
| 21-P0062723 | \$26,390.00 | Geotechnical and Geohazard Engineering consulting services for the Orange Education Center project | DO -Facility Planning | Board Approved: September 29, 2020 |
| 21-P0062730 | \$46,690.00 | Field renovation for the baseball, softball and football fields at Santa Ana College | SAC -Grounds | Received Quotations: *1. Professional Turf Specialties *Successful Bidder |
| 21-P0062733 | \$26,621.71 | Laptop computers with extended warranties, monitors and usb adapters for counseling staff | SCC -Counseling | Purchased from the Foundation for California Community Colleges (FCCC) contract #CB-185-17 Board Approved: July 15, 2019 |
| 21-P0062736 | \$51,397.65 | Laptop computers with extended warranties to be checked out by students for remote use | SAC -Continuing Education Division | Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #MNVP-133 Board Approved: November 9, 2015 |

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM OCTOBER 18, 2020 THROUGH NOVEMBER 7, 2020
BOARD MEETING OF DECEMBER 14, 2020**

| P.O. # | Amount | Description | Department | Comment |
|-------------|--------------|---|--------------------------------------|---|
| 21-P0062747 | \$26,400.00 | Professional services agreement with Interact Communications for Online Career Technical Education Pathways marketing campaign and digital media buying | SCC -Continuing Education Division | Board Approved: October 12, 2020 |
| 21-P0062748 | \$66,322.94 | Chemistry supplies for student use in remote instruction classes | SAC -Chemistry | Received Quotations: *1. Carolina Biological Supply 2. Science Interactive Group 3. Ward's Science *Successful Bidder |
| 21-P0062749 | \$50,633.28 | Tablet computers with type covers, cases and stylus pens to be checked out by students for remote use | SCC -Student Services and Foundation | Received Quotations: 1. Gov Connection 2. CDW-Government *Successful Bidder |
| 21-P0062755 | \$27,932.00 | Rackmount servers and switches for CIS Lab at Santa Ana College | SAC -Computer Science | Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #MNVP-133 Board Approved: November 9, 2015 |
| 21-P0062765 | \$16,380.95 | Rackmount servers for CIS Lab at Santa Ana College | SAC -Computer Science | Received Quotations: *1. Entrasource 2. Server Monkey *Successful Bidder |
| 21-P0062770 | \$987,136.00 | Project inspector services for the Russell Hall Replacement (Health Sciences) project at Santa Ana College | DO -Facility Planning | Board Approved: October 26, 2020 |

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM OCTOBER 18, 2020 THROUGH NOVEMBER 7, 2020
BOARD MEETING OF DECEMBER 14, 2020**

| P.O. # | Amount | Description | Department | Comment |
|-------------|--------------|--|---------------------|---|
| 21-P0062772 | \$15,832.00 | Removal of previously installed plywood and installation of new windows at the Digital Media Center to repair vandalism from city protestors on May 31, 2020 | DO -Risk Management | |
| 21-P0062788 | \$21,415.69 | Laptop computers with extended warranties to be checked out by staff and students for remote use | SAC -CEC | Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #MNVP-133 Board Approved: November 9, 2015 |
| 21-P0062804 | \$38,797.68 | Student desks and chairs to furnish G-106 classroom at Santiago Canyon College | SCC -English | Received Quotations: 1. CN School and Office Solutions 2. Quality Office Furnishings *Successful Bidder |
| 21-P0062807 | \$39,300.00 | Software license for nursing case simulations | SAC -Nursing | Board Approved: September 14, 2020 |
| 21-P0062808 | \$22,408.27 | Headsets and webcams for staff and student use during remote use | DO -ITS | Received Quotations: *1. Gov Connection 2. CDW-Government *Successful Bidder |
| 21-P0219404 | \$34,806.86 | Annual renewal for Emergency Mass Communications Software Licenses Fees | DO -Safety | Board Approved: October 12, 2020 |
| 21-P0219405 | \$592,463.00 | Extension of Ellucian application management hosting services | DO -ITS | Board Approved: October 12, 2020 |

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM OCTOBER 18, 2020 THROUGH NOVEMBER 7, 2020
BOARD MEETING OF DECEMBER 14, 2020**

| P.O. # | Amount | Description | Department | Comment |
|-------------|--------------|--|--------------------------|--------------------------------------|
| 21-P0219406 | \$15,626.10 | Maintenance service for the two ThyssenKrupp D Building elevators at Santa Ana College | SAC -Maintenance | Maintenance of proprietary equipment |
| 21-P0219408 | \$636,202.00 | Sub-agreement with Los Angeles Community College District on behalf of the LA Trade-Tech College to implement FY19/20 of the Strong Workforce Program Regional Apportionment | DO -Resource Development | Board Approved: February 27, 2020 |

| P.O. # | Chg Dt | Fund | Vendor Name | PO Amount | Printed Comments | Chg By |
|---|-----------|------|----------------------------|-----------|--|---------|
| 20-P0061523 | 10/18/20* | 12 | A TECH TRAINING | 14,796.31 | | MS37758 |
| 20-P0061523 | 10/19/20 | 12 | A TECH TRAINING | 15,517.36 | CHANGE ORDER NO: 1; DATE: 10/19/2020; TO ADD LINE ITEM #11 PER DEPARTMENT REQUEST. | EE88439 |
| 20-P0061523 Changed in: PO Amount, Printed Coments | | | | | | |
| 21-P0061574 | 10/18/20* | 12 | OFFICE DEPOT BUSINESS SVCS | 2,000.00 | Vendor to furnish the following in accordance with the Terms & Conditions of FCCC Contract# CB 15-003, Board Approved 10/26/15. | FC78314 |
| 21-P0061574 | 10/27/20 | 12 | OFFICE DEPOT BUSINESS SVCS | 2,000.00 | CHANGE ORDER #1 10/27/20 ADD LILIANA VASQUEZ AS AUTHORIZED TO INPUT AND RELEASE ORDER. Vendor to furnish the following in accordance with the Terms & Conditions of FCCC Contract# CB 15-003, Board Approved 10/26/15. | FC78314 |
| 21-P0061574 Changed in: Printed Coments | | | | | | |
| 21-P0061976 | 10/29/20 | 12 | OFFICE DEPOT BUSINESS SVCS | 5,000.00 | VENDOR TO FURNISH THE FOLLOWING IN ACCORDANCE WITH THE TERMS & CONDITIONS OF FCCC CONTRACT# CB 15-003, BOARD APPROVED 10/26/15 | DE68698 |
| 21-P0061976 | 11/05/20 | 12 | OFFICE DEPOT BUSINESS SVCS | 5,000.00 | CHANGE ORDER #1 11/5/20 ADD CHRISSEY GASCON AND PAT ALVANO AS AUTHORIZED TO RELEASE ORDER. VENDOR TO FURNISH THE FOLLOWING IN ACCORDANCE WITH THE TERMS & CONDITIONS OF FCCC CONTRACT# CB 15-003, BOARD APPROVED 10/26/15 | FC78314 |
| 21-P0061976 Changed in: Printed Coments | | | | | | |
| 21-P0062126 | 10/23/20 | 11 | HOME DEPOT | 2,000.00 | ***HOME DEPOT REPRESENTATIVE, YOU MUST INCLUDE THE DISTRICTS PURCHASE ORDER NUMBER, LOCATED IN THE UPPER RIGHT-HAND CORNER OF THIS FORM, WHEN PROCESSING ALL ORDERS. *** | DE68698 |
| 21-P0062126 | 11/05/20 | 11 | HOME DEPOT | 4,000.00 | Change order #1. dated 11/5/20. To add a 2nd line item to increase the amount of PO by \$2,000.00 as per department request. *** HOME DEPOT REPRESENTATIVE, YOU MUST INCLUDE THE DISTRICTS PURCHASE ORDER NUMBER, LOCATED IN THE UPPER RIGHT-HAND CORNER OF THIS FORM, WHEN PROCESSING ALL ORDERS. *** | JM13964 |
| 21-P0062126 Changed in: PO Amount, Printed Coments | | | | | | |
| 21-P0062176 | 10/18/20* | 12 | THE DICKLER CORPORATION | 2,535.16 | Items for Culinary Training Program at Lincoln Education Center in Garden Grove. | FC78314 |
| 21-P0062176 | 10/27/20 | 12 | THE DICKLER CORPORATION | 0.00 | CHANGE ORDER #1 10/27/20 CANCEL ENTIRE PO. Items for Culinary Training Program at Lincoln Education Center in Garden Grove. | FC78314 |
| 21-P0062176 Changed in: PO Amount, Printed Coments | | | | | | |
| 21-P0062196 | 10/18/20* | 12 | THE DICKLER CORPORATION | 1,261.09 | Smallware items for Culinary Training Program at Lincoln Education Center in Garden Grove. | FC78314 |
| 21-P0062196 | 10/27/20 | 12 | THE DICKLER CORPORATION | 0.00 | CHANGE ORDER #1 10/27/20 CANCEL ENTIRE PO. Smallware items for Culinary Training Program at Lincoln Education Center in Garden Grove. | FC78314 |
| 21-P0062196 Changed in: PO Amount, Printed Coments | | | | | | |

5.23 (13)

* 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-P0062200 | 10/18/20* | 12 | THE DICKLER CORPORATION | 2,933.67 | Smallwares and storage items for Culinary Training Program at Lincoln Education Center in Garden Grove. | FC78314 |
| 21-P0062200 | 10/27/20 | 12 | THE DICKLER CORPORATION | 0.00 | CHANGE ORDER #1 10/27/20 CANCEL ENTIRE PO. Smallwares and storage items for Culinary Training Program at Lincoln Education Center in Garden Grove . | FC78314 |
| 21-P0062200 Changed in: PO Amount, Printed Coments | | | | | | |
| 21-P0062342 | 10/18/20* | 12 | NESTLE WATERS NORTH AMERICA | 300.00 | | DE68698 |
| 21-P0062342 | 10/19/20 | 12 | NESTLE WATERS NORTH AMERICA | 300.00 | CHANGE ORDER #1, DATE: 10/19/2020, TO UPDATE ACCOUNT NUMBER ON PO PER DEPARTMENT REQUEST. | EE88439 |
| 21-P0062342 Changed in: Printed Coments | | | | | | |
| 21-P0062356 | 10/18/20* | 12 | THE DICKLER CORPORATION | 22,145.97 | EQUIPMENT FOR CULINARY TRAINING PROGRAM AT LINCOLN EDUCATION CENTER | FC78314 |
| 21-P0062356 | 10/27/20 | 12 | THE DICKLER CORPORATION | 0.00 | CHANGE ORDER #1 10/27/20 CANCEL ENTIRE PO. EQUIPMENT FOR CULINARY TRAINING PROGRAM AT LINCOLN EDUCATION CENTER | FC78314 |
| 21-P0062356 Changed in: PO Amount, Printed Coments | | | | | | |
| 21-P0062409 | 10/19/20 | 12 | CABRILLO COMMUNITY COLLEGE D | 4,500.00 | | EE88439 |
| 21-P0062409 | 10/19/20 | 12 | CABRILLO COMMUNITY COLLEGE D | 4,500.00 | CHANGE ORDER NO: 1, DATE: 10/19/2020; TO ADD AN ADDITIONAL GL ACCOUNT NUMBER AND SPLIT THE PERCENTAGE AMONG THE ACCOUNT NUMBERS PER DEPARTMENT REQUEST. | EE88439 |
| 21-P0062409 | 10/19/20 | 12 | CABRILLO COMMUNITY COLLEGE D | 4,500.00 | CHANGE ORDER NO: 1, DATE: 10/19/2020; TO SPLIT GL ACCOUNT NUMBER PERCENTAGE AMONG AN ADDITIONAL GL ACCOUNT NUMBER PER DEPARTMENT REQUEST. | EE88439 |
| 21-P0062409 Changed in: Printed Coments | | | | | | |
| 21-P0062570 | 10/18/20* | 12 | SEHI COMPUTER PRODUCTS | 138,996.00 | VENDOR TO PROVIDE THE FOLLOWING IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WSCA NASPO CONTRACT #MNNVP-133. BOARD APPROVED: 11/9/15 | JM13964 |
| 21-P0062570 | 11/03/20 | 12 | SEHI COMPUTER PRODUCTS | 138,996.00 | Change order #1. Dated 11/3/20. To replace current GL account from 12-1232-499900-15310-4310 to 12-1228-499900-15310-4310 as per department request. VENDOR TO PROVIDE THE FOLLOWING IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WSCA NASPO CONTRACT #MNNVP-133. BOARD APPROVED: 11/9/15 | JM13964 |
| 21-P0062570 | 11/03/20 | 12 | SEHI COMPUTER PRODUCTS | 138,996.00 | Change order #1. Dated 11/3/20. Replace/change current GL account from 12-1232-499900-15310-4310 to 12-1228-499900-15310-4310 as per department request. | JM13964 |
| 21-P0062570 Changed in: Printed Coments | | | | | | |
| 21-P0062619 | 11/03/20 | 12 | POCKET NURSE | 6,267.42 | Items for CNA Program at Remington Education Center | CE28973 |

* This entry shows the PO on the given date, not that it changed on this date.

5.23 (14)

| P.O. # | Chg Dt | Fund | Vendor Name | PO Amount | Printed Comments | Chg By |
|---|-----------|------|------------------------------|------------|--|---------|
| 21-P0062619 | 11/03/20 | 12 | POCKET NURSE | 6,267.43 | Items for CNA Program at Remington Education Center | MS37758 |
| 21-P0062619 Changed in: PO Amount | | | | | | |
| 21-P0062630 | 10/19/20 | 11 | AMAZON COM | 384.78 | | JM13964 |
| 21-P0062630 | 10/19/20 | 11 | AMAZON COM | 420.61 | | JM13964 |
| 21-P0062630 Changed in: PO Amount | | | | | | |
| 21-P0062641 | 11/04/20 | 12 | DON BOOKSTORE | 90.00 | | FC78314 |
| 21-P0062641 | 11/04/20 | 12 | RANCHO SANTIAGO COMMUNITY CO | 90.00 | | FC78314 |
| 21-P0062641 Changed in: Vendor | | | | | | |
| 21-P0062683 | 10/22/20 | 11 | IRVINE VALLEY AIR CONDITIONI | 6,825.50 | | DR21189 |
| 21-P0062683 | 10/22/20 | 11 | IRVINE VALLEY AIR CONDITIONI | 6,825.80 | | DR21189 |
| 21-P0062683 Changed in: PO Amount | | | | | | |
| 21-P0062687 | 10/22/20 | 12 | AMAZON COM | 3,411.56 | | JM13964 |
| 21-P0062687 | 10/22/20 | 12 | AMAZON COM | 3,343.42 | | JM13964 |
| 21-P0062687 Changed in: PO Amount | | | | | | |
| 21-P0062721 | 10/26/20 | 13 | RYDER TRUCK RENTAL INC | 700.00 | | JM13964 |
| 21-P0062721 | 11/05/20 | 13 | RYDER TRUCK RENTAL INC | 500.00 | Change order #1, dated 11/5/20. To reduced the amount on original PO of \$700.00 to \$500.00 since the department no longer need truck rental fro the remaining days. As per department request. | JM13964 |
| 21-P0062721 Changed in: PO Amount, Printed Coments | | | | | | |
| 21-P0062725 | 10/27/20 | 11 | AMAZON COM | 10.91 | | JM13964 |
| 21-P0062725 | 10/27/20 | 11 | AMAZON COM | 17.45 | | JM13964 |
| 21-P0062725 Changed in: PO Amount | | | | | | |
| 19-P0199332 | 10/18/20* | 12 | NORTH ORANGE COUNTY CCD | 261,296.00 | | CE28973 |
| 19-P0199332 | 11/02/20 | 12 | NORTH ORANGE COUNTY CCD | 296,862.00 | CHANGE ORDER NO 1, 11/02/2020; TO INCREASE PO BY \$35,566 FOR A TOTAL AGREEMENT AMOUNT OF \$296,862 PER AMENDED PARTICIPATION AGREEMENT DATED 10/09/2020. | EE88439 |
| 19-P0199332 Changed in: PO Amount, Printed Coments | | | | | | |

5.23 (15)

* 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 |
|---|-----------|------|------------------------------|------------|---|---------|
| 19-P0199335 | 10/18/20* | 12 | COAST COMMUNITY COLLEGE DIST | 670,553.00 | CHANGE ORDER #1, 4/24/19; INCREASE PO BY \$164,000 FOR A TOTAL AGREEMENT AMOUNT OF \$670,553 PER THE AUGMENTED PARTICIPATION AGREEMENT DATED 4/16/19. | CE28973 |
| 19-P0199335 | 10/29/20 | 12 | COAST COMMUNITY COLLEGE DIST | 706,119.00 | CHANGE ORDER NO 2, 10/29/2020; TO INCREASE PO BY \$35,566 FOR A PO TOTAL AGREEMENT AMOUNT OF \$706,119 PER AMENDED PARTICIPATION AGREEMENT DATED 10/22/2020. | EE88439 |
| 19-P0199335 Changed in: PO Amount, Printed Coments | | | | | | |
| 19-P0199336 | 10/18/20* | 12 | COAST COMMUNITY COLLEGE DIST | 234,446.00 | CHANGE ORDER #1, 4/24/19; REDUCE PO BY \$181,200 FOR A TOTAL AGREEMENT AMOUNT OF \$234,446 PER THE AUGMENTED PARTICIPATION AGREEMENT DATED 4/16/19 | ET18911 |
| 19-P0199336 | 10/29/20 | 12 | COAST COMMUNITY COLLEGE DIST | 236,012.00 | CHANGE ORDER NO 1, 10/29/2020; TO INCREASE PO BY \$1,566 FOR PO TOTAL OF \$236,012 PER AMENDED PARTICIPATION AGREEMENT DATED 10/23/2020. CHANGE ORDER #1, 4/24/19; REDUCE PO BY \$181,200 FOR A TOTAL AGREEMENT AMOUNT OF \$234,446 PER THE AUGMENTED PARTICIPATION AGREEMENT DATED 4/16/19 | EE88439 |
| 19-P0199336 | 10/29/20 | 12 | COAST COMMUNITY COLLEGE DIST | 236,012.00 | CHANGE ORDER NO 2, 10/29/2020; TO INCREASE PO BY \$1,566 FOR PO TOTAL OF \$236,012 PER AMENDED PARTICIPATION AGREEMENT DATED 10/23/2020. CHANGE ORDER #1, 4/24/19; REDUCE PO BY \$181,200 FOR A TOTAL AGREEMENT AMOUNT OF \$234,446 PER THE AUGMENTED PARTICIPATION AGREEMENT DATED 4/16/19 | EE88439 |
| 19-P0199336 | 10/29/20 | 12 | COAST COMMUNITY COLLEGE DIST | 236,012.00 | CHANGE ORDER NO 2, 10/29/2020; TO INCREASE PO BY \$1,566 FOR PO TOTAL AGREEMENT AMOUNT OF \$236,012 PER AMENDED PARTICIPATION AGREEMENT DATED 10/23/2020. CHANGE ORDER #1, 4/24/19; REDUCE PO BY \$181,200 FOR A TOTAL AGREEMENT AMOUNT OF \$234,446 PER THE AUGMENTED PARTICIPATION AGREEMENT DATED 4/16/19 | EE88439 |
| 19-P0199336 | 10/29/20 | 12 | COAST COMMUNITY COLLEGE DIST | 236,012.00 | CHANGE ORDER NO 2, 10/29/2020; TO INCREASE PO BY \$1,566 FOR PO TOTAL AGREEMENT AMOUNT OF \$236,012 PER AMENDED PARTICIPATION AGREEMENT DATED 10/23/2020. | EE88439 |
| 19-P0199336 Changed in: PO Amount, Printed Coments | | | | | | |
| 19-P0199338 | 10/18/20* | 12 | COAST COMMUNITY COLLEGE DIST | 675,000.00 | | CP41423 |
| 19-P0199338 | 10/29/20 | 12 | COAST COMMUNITY COLLEGE DIST | 624,000.00 | CHANGE ORDER NO 1, 10/29/2020; TO DECREASE PO BY \$51,000 FOR A TOTAL PO AMOUNT OF \$624,000 PER AMENDED PARTICIPATION AGREEMENT DATED 10/22/2020. | EE88439 |
| 19-P0199338 Changed in: PO Amount, Printed Coments | | | | | | |
| 20-P0209475 | 10/18/20* | 12 | CARNEGIE MELLON UNIVERSITY | 311,191.00 | | FV61372 |
| 20-P0209475 | 11/05/20 | 12 | CARNEGIE MELLON UNIVERSITY | 591,991.00 | Change order #1. dated 11/5/20. to increase the amount by \$280,800.00 changing original contract cost from \$311,191.00 to \$591,991.00 as per 1st amendment BOT approved 2/24/20 and 2nd amendment BOT approved 5/26/20. | JM13964 |

5.23 (16)

* This entry shows the PO on the given date, not that it changed on this date.

| P.O. # | Chg Dt | Fund | Vendor Name | PO Amount | Printed Comments | Chg By |
|---|-----------|------|------------------------------|------------|---|---------|
| 20-P0209475 | 11/05/20 | 12 | CARNEGIE MELLON UNIVERSITY | 591,991.00 | Change order #1. dated 11/5/20. to increase the amount by \$280,800.00 changing original contract cost from \$311,191.00 to \$591,991.00. Per 1st amendment BOT approval 2/24/20 for the amount of \$21,600.00 and 2nd amendment BOT approval 5/26/20 for the amount of \$259,200.00. | JM13964 |
| 20-P0209475 Changed in: PO Amount, Printed Coments | | | | | | |
| 20-P0209535 | 10/18/20* | 12 | COAST COMMUNITY | 298,000.00 | CHANGE ORDER #1, 7/30/20; INCREASE PO BY \$50,000 PER THE MODIFIED PARTICIPATION AGREEMENT, EXECUTED ON 7/28/20 | DR21189 |
| 20-P0209535 | 11/02/20 | 12 | COAST COMMUNITY | 398,560.00 | CHANGE ORDER NO. 2, 11/02/2020; TO INCREASE PO BY \$100,560 FOR A TOTAL AGREEMENT AMOUNT OF \$398,560 PER AMENDED PARTICPATION AGREEMENT DATED 10/14/2020. | EE88439 |
| 20-P0209535 Changed in: PO Amount, Printed Coments | | | | | | |
| 20-P0209544 | 10/18/20* | 12 | COAST COMMUNITY COLLEGE DIST | 453,200.00 | | DR21189 |
| 20-P0209544 | 10/29/20 | 12 | COAST COMMUNITY COLLEGE DIST | 501,760.00 | CHANGE ORDER NO 1, 10/29/2020; TO INCREASE PO BY \$48,560 FOR A PO TOTAL AGREEMENT AMOUNT OF \$501,760 PER AMENDED PARTICIPATION AGREEMENT DATED 10/22/2020. | EE88439 |
| 20-P0209544 Changed in: PO Amount, Printed Coments | | | | | | |
| 20-P0209545 | 10/18/20* | 12 | COAST COMMUNITY COLLEGE DIST | 295,500.00 | | CP41423 |
| 20-P0209545 | 10/29/20 | 12 | COAST COMMUNITY COLLEGE DIST | 344,060.00 | CHANGE ORDER NO 1, 10/29/2020 TO INCREASE PO BY \$48,560 FOR A PO TOTAL AGREEMENT AMOUNT OF \$344,060 PER AMENDED PARTICIPATION AGREEMENT DATED 10/22/2020. | EE88439 |
| 20-P0209545 Changed in: PO Amount, Printed Coments | | | | | | |
| 21-P0219191 | 10/18/20* | 12 | XEROX CORP | 2,751.63 | 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 |
| 21-P0219191 | 11/05/20 | 12 | XEROX CORP | 2,348.63 | Change order #1. dated 11/5/20. to reduced the original amount of \$750.00 to \$347.00 of line #2 for Copy Usage due to showing negative balance. per department request. MONTH-TO-MONTH LEASE OF XEROX EQUIPMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF WSCA, MSA #1715 AND CALIFORNIA PARTICIPATING ADDENDUM MPA #7-09-36-06. BOARD APPROVED: JUNE 21, 2010 | JM13964 |
| 21-P0219191 Changed in: PO Amount, Printed Coments | | | | | | |
| 21-P0219269 | 10/18/20* | 12 | GLOBAL WORKS INC | 17,000.00 | | JM13964 |
| 21-P0219269 | 11/05/20 | 12 | GLOBAL WORKS INC | 16,874.00 | Change order #1. dated 11/5/20. Decrease the original amount of PO by \$126.00 from \$17,000 to 16,874.00 to balance the account. per department request. | JM13964 |
| 21-P0219269 Changed in: PO Amount, Printed Coments | | | | | | |

5.23 (17)

* 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-P0219304 | 10/18/20* | 12 | SO ORANGE COUNTY COMMUNITY C | 2,266,772.00 | | EE88439 |
| 21-P0219304 | 10/29/20 | 12 | SO ORANGE COUNTY COMMUNITY C | 2,325,332.00 | | EE88439 |
| 21-P0219304 | 10/29/20 | 12 | SO ORANGE COUNTY COMMUNITY C | 2,325,332.00 | CHANGE ORDER NO: 1, 10/29/2020; TO INCREASE PO AMOUNT BY \$58,560 FOR A TOTAL PO AMOUNT OF \$2,325,332 PER AMENDED PARTICIPATION AGREEMENT DATED 10/26/2020. | EE88439 |

21-P0219304 Changed in: PO Amount, Printed Coments

5.23 (18)

* This entry shows the PO on the given date, not that it changed on this date.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

| | | |
|---------|--|-------------------------|
| To: | Board of Trustees | Date: December 14, 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> |
|-----------------------------|--------------------------|----------------------|

- | | | |
|---|------------|-------------|
| <p>1. Board Financial Assistance Program (BFAP) (SAC & SCC) Advance allocation from the California Community Colleges Chancellor’s Office to assist students in need of financial aid by supporting financial aid staff and equipment costs. (20/21). <i>No match required.</i></p> <ul style="list-style-type: none"> • SAC \$723,142 • SCC \$319,133 | 07/01/2020 | \$1,042,275 |
|---|------------|-------------|

- | | | |
|---|------------|-----|
| <p>2. California Work Opportunity and Responsibility to Kids (CalWORKs)/Work Study/Temporary Assistance for Needy Families (TANF) (SAC & SCC) – <i>Correction to Match</i> Annual allocation 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).</p> | 08/17/2020 | N/A |
|---|------------|-----|

| | <u>CalWORKs</u> | <u>Work Study</u> | <u>TANF (Federal)</u> | <u>Total</u> |
|-----|-----------------|-------------------|-----------------------|--------------|
| SAC | \$299,392 | \$133,044 | \$73,185 | \$505,621 |
| SCC | \$132,973 | \$5,309 | \$29,278 | \$167,560 |

Correction: *The match requirement under the CalWORKs Program and Work Study funds has been removed according to Provision 8(b)(1), SEC. 76. Item 6870-101-0001 of Section 2.00 of the Budget Act of 2019, approved by the Governor on September 27, 2019, therefore, there is no match required for each college.*

- | | | |
|--|------------|-----------|
| <p>3. Disaster Relief Emergency Student Financial Aid (SAC & SCC) Allocation from the California Community Colleges Chancellor’s Office to provide disaster relief emergency student financial aid to students at the University of California, the California State University, and the California Community Colleges (20/21). <i>No match required.</i></p> <ul style="list-style-type: none"> • SAC \$188,052 • SCC \$72,003 | 10/02/2020 | \$260,055 |
|--|------------|-----------|

- | | | |
|--|------------|-----------|
| <p>4. Upward Bound – Year 4 (SAC) Fourth year of a five-year federal grant from the U.S. Department of Education to increase high school graduation rates, increase competency in college preparatory classes, and increase university entrance rates. (20/21). <i>No match required.</i></p> | 11/12/2020 | \$347,196 |
|--|------------|-----------|

| <u>Project Title</u> | <u>Award Date</u> | <u>Amount</u> |
|---|-------------------|---------------|
| 5. Youth Empowerment Strategies for Success – Independent Living Program (YESS-ILP) – Student Relief Funds (SAC) Sub-award from the Foundation for California Community Colleges for the Youth Empowerment Strategies for Success – Independent Living Program grant funded by donors to provide emergency aid to eligible current and former youth students currently enrolled at the college. (20/21). <i>No match required.</i> | 11/05/2020 | \$10,665 |

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: | \$1,660,191 | Board Date: December 14, 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 # 2550
NAME: Board Financial Aid Admin (BFAP) - SAC
FISCAL YEAR: 2020/2021

CONTRACT PERIOD: 7/1/20 - 06/30/21

PROJ. ADM./DIR. Robert Manson

CONTRACT INCOME: \$723,142 - Advance Allocation

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: RSCCD

Date: 11/20/20

CFDA #: N/A; Award #: N/A

| GL Account | Description | Debit | Credit |
|---------------------------------|---|----------------|----------------|
| 12-2550-000000-10000-8629 | Other Gen Categorical Appor | | 723,142 |
| 12-2550-646000-19405-2130 | Classified Employees : Fina - Claudia Cruz (100%) - Sonia Lopez (100%) - Michael Martinez (100%) - Brian Nguyen (100%) - Chi Pham (82.5%) - Kandy Rodriguez (100%) - Denise Scolaro (64%) - Ruby Vu (19%) | 435,784 | |
| 12-2550-646000-19405-3215 | PERS - Non-Instructional : | 90,207 | |
| 12-2550-646000-19405-3315 | OASDHI - Non-Instructional | 27,637 | |
| 12-2550-646000-19405-3325 | Medicare - Non-Instructiona | 6,464 | |
| 12-2550-646000-19405-3415 | H & W - Non-Instructional : | 139,488 | |
| 12-2550-646000-19405-3435 | H & W - Retiree Fund Non-In | 4,903 | |
| 12-2550-646000-19405-3515 | SUI - Non-Instructional : F | 223 | |
| 12-2550-646000-19405-3615 | WCI - Non-Instructional : F | 6,686 | |
| 12-2550-646000-19405-3915 | Other Benefits - Non-Instru | 9,983 | |
| 12-2550-675000-19405-5210 | Conference Expenses - Trave | 1,767 | |
| Totals for PROJECT: 2550 | Student Fin Aid Admin - BFAP | 723,142 | 723,142 |

SPECIAL PROJECT DETAILED BUDGET # 2550
NAME: Board Financial Aid Admin (BFAP) - SCC
FISCAL YEAR: 2020/21

CONTRACT PERIOD: 7/1/20 - 06/30/21

PROJ. ADM./DIR. Sheena Tran

CONTRACT INCOME: \$319,133 - Advance Allocation

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: RSCCD

Date: 11/20/20

CFDA #: N/A; Award #: N/A

| GL Account | Description | Debit | Credit |
|---------------------------------|---|----------------|----------------|
| 12-2550-000000-20000-8629 | Other Gen Categorical Appor | | 319,133 |
| 12-2550-646000-29500-2130 | Classified Employees : Fina - Susan Demin - Jitesh Prajapati - Sabrina Lloyd | 174,023 | |
| 12-2550-646000-29500-2320 | Classified Employees - Hour | 18,925 | |
| 12-2550-646000-29500-3215 | PERS - Non-Instructional : | 36,415 | |
| 12-2550-646000-29500-3315 | OASDHI - Non-Instructional | 11,186 | |
| 12-2550-646000-29500-3325 | Medicare - Non-Instructiona | 2,863 | |
| 12-2550-646000-29500-3335 | PARS - Non-Instructional : | 221 | |
| 12-2550-646000-29500-3415 | H & W - Non-Instructional : | 49,634 | |
| 12-2550-646000-29500-3435 | H & W - Retiree Fund Non-In | 2,172 | |
| 12-2550-646000-29500-3515 | SUI - Non-Instructional : F | 99 | |
| 12-2550-646000-29500-3615 | WCI - Non-Instructional : F | 2,962 | |
| 12-2550-646000-29500-3915 | Other Benefits - Non-Instru | 4,500 | |
| 12-2550-646000-29500-4610 | Non-Instructional Supplies | 1,159 | |
| 12-2550-646000-29500-4710 | Food and Food Service Suppl | 2,133 | |
| 12-2550-646000-29500-5300 | Inst Dues & Memberships : F | 4,610 | |
| 12-2550-646000-29500-5610 | Lease Agreement - Equipment | 1,500 | |
| 12-2550-646000-29500-5940 | Reproduction/Printing Expen | 1,043 | |
| 12-2550-675000-29500-5210 | Conference Expenses : Finan | 5,688 | |
| Totals for PROJECT: 2550 | Student Fin Aid Admin - BFAP | 319,133 | 319,133 |

Board Financial Assistance Program (BFAP) – Student Financial Aid Administration

Board Financial Assistance Program (BFAP) – Student Financial Aid Administration Allowance 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 for the administration of the California College Promise Grant Program (formerly Board of Governors (BOG) Fee Waiver program) to increase student financial aid participation and to provide information and outreach to students and potential students for all (federal, state and private) financial assistance programs.

BFAP administrative allowance funds may be expended solely for financial aid professional, technical, clerical and/or temporary staff (including student help) who report directly to the financial aid director. Funds may not be used for salaries for personnel at the level of financial aid manager or above. In addition to these specific personnel costs, funds may also be used for expenses associated with staff training and for the development and production of financial aid outreach materials. Funds may be used for computer hardware or software necessary for and solely dedicated to the delivery of student financial aid.

CalWORKs Program

Legislative Report 2020

California Community Colleges Chancellor's Office

(Excerpt from page 33)

In fiscal year 2018-19 the California State Legislature removed the requirement for college districts to spend \$1 from their local resources for every \$1 received in the state budget for CalWORKs program and work-study activities. The removal of this requirement has eliminated a financial barrier for our college CalWORKs programs. The California Community Colleges CalWORKs program provides critical services to a highly vulnerable population, students with dependents. Ongoing coordination between the college CalWORKs and county health and human services staff is essential to the success of these students. The supplemental services and resources provided by the program help to ensure that CalWORKs students are able to complete their goals and enter the workforce in a timely manner.

Support provided through the CalWORKs program coupled with fair and equitable financial aid resources will positively impact student outcomes, improve their employment prospects and increase their long term self-sufficiency goals. In addition to supporting current CalWORKs students, the secondary beneficiaries of the program are the students' children. By observing their parents successfully navigating family responsibilities, completing their education and entering the workforce they are exposed, at a young age, to the wide reaching educational and career opportunities available to California community college students. Investing in CalWORKs students supports self-sufficiency for the immediate generation and has the potential to break the cycle of public benefit dependency for future generations.

Report link: https://www.cccco.edu/-/media/CCCCO-Website/Reports/CCCCO_CalWorks-Report_070620.pdf?la=en&hash=B779B71CF02587577FF7EC499152A9DE2ADC6883

Senate Bill No. 109

CHAPTER 363

An act to amend the Budget Act of 2019 (Chapters 23 and 55 of the Statutes of 2019) by amending Items 0250-101-0001, 0515-101-0001, 0540-001-6088, 0540-101-0001, 0540-101-3228, 0555-001-0001, 0690-101-0001, 0820-001-0001, 0840-001-0970, 0954-101-0001, 1111-002-0702, 2240-103-0001, 2240-105-0001, 3340-001-0001, 3340-001-0318, 3340-001-3228, 3540-001-0001, 3540-002-3228, 3540-490, 3600-490, 3600-495, 3760-001-6088, 3760-101-0565, 3760-101-6088, 3790-101-0001, 3790-101-6088, 3790-492, 3790-493, 3790-496, 3860-101-0001, 3860-301-6083, 3860-490, 3860-495, 3900-490, 3940-101-0001, 3960-001-0001, 3970-001-0133, 4140-101-0001, 4170-101-0001, 4260-001-3305, 4300-001-0001, 4440-011-0001, 4560-001-3085, 4560-101-3085, 5180-101-0001, 5180-151-0001, 5180-153-0001, 5180-492, 5225-491, 5227-108-0001, 6100-001-0001, 6100-001-0890, 6100-125-0890, 6100-136-0890, 6100-149-0001, 6100-182-0001, 6100-194-0001, 6100-194-0890, 6100-195-0890, 6100-485, 6100-488, 6120-161-0001, 6120-217-0001, 6440-001-0001, 6610-001-0001, 6870-101-0001, 6870-488, 6980-101-0001, 7120-001-3228, 7120-101-3228, 7120-491, 7730-001-0001, 7760-301-0666, and 9210-102-0001 of, and adding Items 0540-301-6088, 0690-105-0001, 0690-493, 0720-490, 3540-101-0001, 3600-301-8018, 3600-311-6051, 3640-301-6031, 3640-495, 3860-301-0001, 6870-101-3273, and 6870-302-6087 to, Section 2.00 of, and amending Sections 12.32, 35.50, and 39.00 of, that act, relating to the state budget, and making an appropriation therefor, to take effect immediately, budget bill.

[Approved by Governor September 27, 2019. Filed with
Secretary of State September 27, 2019.]

LEGISLATIVE COUNSEL'S DIGEST

SB 109, Committee on Budget and Fiscal Review. Budget Act of 2019.

The Budget Act of 2019 made appropriations for the support of state government for the 2019–20 fiscal year.

This bill would amend the Budget Act of 2019 by amending and adding items of appropriation and making other changes.

This bill would declare that it is to take effect immediately as a Budget Bill.

Appropriation: yes.

- (4) \$642,000 shall be allocated for state hospital adult education programs at the hospitals served by the Coast and Kern Community College Districts.
8.
 - (a) The funds appropriated in Schedule (7) shall be allocated pursuant to Article 5 (commencing with Section 79200) of Chapter 9 of Part 48 of Division 7 of Title 3 of the Education Code.
 - (b) Of the amount appropriated in Schedule (7):
 - (1) \$9,488,000 is for childcare, except that a community college district may request that the chancellor approve the use of funds for other purposes.
 - (2) No less than \$5,060,000 shall be used to provide direct workstudy wage reimbursement for students served under this program, and \$633,000 is available for campus job development and placement services.
9. The funds appropriated in Schedule (8) shall be allocated to community college districts to provide foster and relative or kinship care education and training pursuant to Article 8 (commencing with Section 79420) of Chapter 9 of Part 48 of Division 7 of Title 3 of the Education Code. A community college district shall ensure that education and training required pursuant to Sections 1529.1 and 1529.2 of the Health and Safety Code and Section 16003 of the Welfare and Institutions Code receive priority.
10.
 - (a) Of the amount included in Schedule (9):
 - (3)
 - (A) \$7,500,000 may be used by the chancellor to provide technical assistance to community college districts that demonstrate low performance in any area of operations. It is the intent of the Legislature that technical assistance providers be contracted in a cost-effective manner, that they primarily consist of experts who are current and former employees of the California Community Colleges, and that they provide technical assistance consistent with the vision for the California Community Colleges.
 - (B) Technical assistance funded pursuant to this paragraph that is initiated by the chancellor may be provided at no cost to the district. If a community college

SPECIAL PROJECT DETAILED BUDGET # 2258
NAME: Disaster Relief Emergency SFAA - SAC
FISCAL YEAR: 2020/2021

CONTRACT PERIOD: 7/1/20 - 06/30/21

PROJ. ADM./DIR. Robert Manson

CONTRACT INCOME: \$188,052

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: RSCCD

Date: 11/20/20

CFDA #: N/A; Award #: N/A

| Account | Object Description | Debit | Credit |
|--|-------------------------------|----------------|----------------|
| 74-2258-000000-10000-8629 | Other Gen Categorical Apport | | 188,052 |
| 74-2258-732000-19405-7590 | Student Scholarships & Grants | 188,052 | |
| Total 2258 Disaster Relief Emergency SFAA | | 188,052 | 188,052 |

SPECIAL PROJECT DETAILED BUDGET # 2258
NAME: Disaster Relief Emergency SFAA - SCC
FISCAL YEAR: 2020/2021

CONTRACT PERIOD: 7/1/20 - 06/30/21
 CONTRACT INCOME: \$72,003

PROJ. ADM. Jennifer Coto
 PROJ. DIR. Sheena Tran

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: RSCCD

Date: 11/20/20

CFDA #: N/A; Award #: N/A

| Account | Object Description | Debit | Credit |
|--|-------------------------------|---------------|---------------|
| 74-2258-000000-20000-8629 | Other Gen Categorical Apport | | 72,003 |
| 74-2258-732000-29305-7590 | Student Scholarships & Grants | 20,000 | |
| 74-2258-732000-29500-7590 | Student Scholarships & Grants | 52,003 | |
| Total 2258 Disaster Relief Emergency SFAA | | 72,003 | 72,003 |



TO: Financial Aid Officers
Chief Executive Officers
Chief Student Services Officers
Chief Business Officers

FROM: Gina Browne
Dean, Educational Services & Support

RE: Disaster Relief Emergency Student Financial Aid

This guidance memo provides information about the Disaster Relief Emergency Student Financial Aid program.

[Senate Bill 116](#) makes available \$11 million in local assistance funds, originally available for the California Dreamer Service Incentive Grant program, to be used to provide disaster relief emergency student financial aid to California community college students.

Student Eligibility Criteria

To be eligible to receive aid, students must:

- Demonstrate financial need.
- Be exempt from paying nonresident tuition under [Section 68130.5](#).
- Have completed the California Dream Act Application, California College Promise Grant (CCPG) application, or applied for financial aid by other means established by the college.

Colleges are encouraged to maximize the use of these funds and proactively reach out to students who have unmet need with information about the availability of direct emergency aid. Each college or district may establish awarding criteria, award amounts, and procedures to ensure equitable distribution of funds to students. Emergency aid should not have a negative impact on a student's financial aid package and where applicable, the financial aid office should exercise professional judgment to increase the student's cost of attendance (COA). Funds are meant to supplement, and not supplant, existing student aid provided to qualifying students.

Allocation Funding Formula

The allocation funding formula evenly divides the \$11 million appropriation into two factors: (1) number of students exempt from paying nonresident tuition and (2) the number of CCPG fee waivers at each college.

Disaster Relief Emergency Financial Aid Allocations

October 2, 2020

Factor 1 – Students exempt from paying nonresident fees

$$\frac{\text{\# of students exempt from paying nonresident fees (college)}}{\text{\# of students exempt from paying nonresident fees (system)}} \times \$5,500,000$$

Factor 2 – CCPG fee waivers

$$\frac{\text{\# of CCPG fee waiver recipients (college)}}{\text{\# of CCPG fee waiver recipients (system)}} \times \$5,500,000$$

Total allocation = Factor 1 + Factor 2

Allocation Funding Request

To receive funding, colleges must answer the questions on the Disaster Relief Emergency Student Financial Aid funding **request form**. Completed forms must be received by Friday, October 9, 2020. Only one form per college is required.

Required Reporting

On or before January 20, 2021, each community college that receives funding shall report to the Chancellor’s Office the number of students served, the total amount of financial aid provided, and the average award amount provided to qualifying students. A report template will be sent to colleges in the first week of January 2021. On or before January 30, 2021, the Chancellor’s Office is required to report to the Department of Finance and the Joint Legislative Budget Committee the information it receives from community colleges.

If you have questions regarding this memo, please contact me at gbrowne@cccoco.edu.

- cc: Rebecca Ruan-O’Shaughnessy, Vice Chancellor Educational Services and Support
- Aisha Lowe, Vice Chancellor Educational Services and Support
- Marty Alvarado, Executive Vice Chancellor Educational Services and Support

SPECIAL PROJECT DETAILED BUDGET # 1708
NAME: Santa Ana College (SAC) - Regular Upward Bound Program - Year 4
FISCAL YEAR: 2020/21 & 2021/22

CONTRACT PERIOD: 09/01/20 to 08/31/21
 CONTRACT INCOME: \$347,196

PROJ. ADM. Alicia Kruienga
 PROJ. DIR. Ruby Flores (Interim)

Prime Sponsor: U.S. Department of Education

Date: 11/23/2020

Fiscal Agent: RSCCD

CFDA #: 84.047A; Prime Award #: P047A171034

| GL Accounts | Description | Debit | Credit |
|---------------------------|---|--------|---------|
| 12-1708-000000-10000-8120 | Higher Education Act : Santa Ana College | | 347,196 |
| 12-1708-679000-10000-5865 | Indirect Costs : Santa Ana College | 25,200 | |
| 12-1708-499900-18200-1310 | Part-Time Instructors : SAC Cont. Ed - Parent Academy Instructor - 2 Saturday Program Instructors | 9,817 | |
| 12-1708-499900-18200-1315 | Int/Sum-Instructors,Part-Time : SAC Cont. Ed - 3 Summer Program Instructors | 12,270 | |
| 12-1708-499900-18200-3111 | STRS - Instructional : SAC Cont. Ed | 3,568 | |
| 12-1708-499900-18200-3321 | Medicare - Instructional : SAC Cont. Ed | 321 | |
| 12-1708-499900-18200-3331 | PARS - Instructional : SAC Cont. Ed | - | |
| 12-1708-499900-18200-3431 | H & W - Retiree Fund Inst : SAC Cont. Ed | 243 | |
| 12-1708-499900-18200-3511 | SUI - Instructional : SAC Cont. Ed | 12 | |
| 12-1708-499900-18200-3611 | WCI - Instructional : SAC Cont. Ed | 332 | |
| 12-1708-499900-19575-2420 | Instructional Assistants - Hourly: Upward Bound | 7,724 | |
| 12-1708-499900-19575-3211 | PERS - Instructional : Upward Bound | 1,599 | |
| 12-1708-499900-19575-3311 | OASDHI - Instructional : Upward Bound | 479 | |
| 12-1708-499900-19575-3321 | Medicare - Instructional : Upward Bound | 112 | |
| 12-1708-499900-19575-3431 | H & W - Retiree Fund Inst : Upward Bound | 85 | |
| 12-1708-499900-19575-3511 | SUI - Instructional : Upward Bound | 4 | |
| 12-1708-499900-19575-3611 | WCI - Instructional : Upward Bound | 116 | |
| 12-1708-649000-19575-2130 | Classified Employees : Upward Bound - Interim Project Director | 53,280 | |
| 12-1708-649000-19575-2310 | Classified Employees - Ongoing : Upward Bound - 2 Student Services Coordinators | 56,998 | |
| 12-1708-649000-19575-2320 | Classified Employees - Hourly : Upward Bound - 4 Summer Program Staff (RAS) | 12,000 | |
| 12-1708-649000-19575-2340 | Student Assistants - Hourly : Upward Bound - Tutors | 29,400 | |
| 12-1708-649000-19575-3215 | PERS - Non-Instructional : Upward Bound | 25,763 | |
| 12-1708-649000-19575-3315 | OASDHI - Non-Instructional : Upward Bound | 7,659 | |
| 12-1708-649000-19575-3325 | Medicare - Non-Instructional : Upward Bound | 2,218 | |
| 12-1708-649000-19575-3335 | PARS - Non-Instructional : Upward Bound | 382 | |
| 12-1708-649000-19575-3415 | H & W - Non-Instructional : Upward Bound | 16,413 | |
| 12-1708-649000-19575-3435 | H & W - Retiree Fund Non-Inst : Upward Bound | 1,682 | |
| 12-1708-649000-19575-3515 | SUI - Non-Instructional : Upward Bound | 77 | |
| 12-1708-649000-19575-3615 | WCI - Non-Instructional : Upward Bound | 2,294 | |

SPECIAL PROJECT DETAILED BUDGET # 1708
NAME: Santa Ana College (SAC) - Regular Upward Bound Program - Year 4
FISCAL YEAR: 2020/21 & 2021/22

CONTRACT PERIOD: 09/01/20 to 08/31/21
 CONTRACT INCOME: \$347,196

PROJ. ADM. Alicia Kruienga
 PROJ. DIR. Ruby Flores (Interim)

Prime Sponsor: U.S. Department of Education

Date: 11/23/2020

Fiscal Agent: RSCCD

CFDA #: 84.047A; Prime Award #: P047A171034

| GL Accounts | Description | Debit | Credit |
|---------------------------|--|----------------|----------------|
| 12-1708-649000-19575-3915 | Other Benefits - Non-Instruct : Upward Bound | 1,265 | |
| 12-1708-649000-19575-4610 | Non-Instructional Supplies : Upward Bound | 2,165 | |
| 12-1708-649000-19575-5630 | Maint Contract - Office Equip : Upward Bound | 500 | |
| 12-1708-649000-19575-5805 | Awards & Incentives : Upward Bound | 1,300 | |
| 12-1708-649000-19575-5845 | Excess/Copies Useage : Upward Bound | 400 | |
| 12-1708-649001-19575-5100 | Contracted Services : Upward Bound - SRP - Room & Board for 4 weeks - Virtual Tours (3) for Cultural Activities - Virtual Tours (3) for College Tours | 61,800 | |
| 12-1708-675000-19575-5210 | Conference Expenses - Travel : Upward Bound - National Conference - Regional Conference | 2,718 | |
| 12-1708-732000-19575-7650 | Stipends Paid to Students : Upward Bound | 7,000 | |
| | | 347,196 | 347,196 |

ABSTRACT

Santa Ana College’s (SAC) Upward Bound Program will provide services at three high schools in the Santa Ana Unified School District—Saddleback High School, Santa Ana High School, and Valley High School—that have large numbers of underrepresented and disadvantaged students, as 91% are low-income, 97% are potentially first-generation college students, and 76% have not achieved proficiency on state standardized tests. The project will serve 65 students each year, and will adhere to a rigorous recruitment and selection process to ensure that students with the greatest need and potential to benefit from the program are enrolled.

Throughout the school year every week, Monday-Thursday, SAC’s Upward Bound Program will provide all required services: such as academic tutoring, advisement on high school and college course selection, SAT/ACT test preparation, helping parents and students with financial planning for college, guidance on re-entry and alternative education programs, including dual enrollment, and academic instruction. In addition to these foundational services, SAC’s Upward Program will feature intrusive advisement, which research has shown to be effective for improving the academic achievement and persistence of at-risk students. Program staff will continually monitor student progress to provide just-in-time interventions to keep students on track and supported to meet their academic and college goals.

A Saturday Academy will be held twice per month to provide students with additional targeted instruction, preparation for college entrance exams, and workshops for personal and study skills development. A Parent Academy will also be held each month to guide, inform, and educate parents on how to effectively monitor and support their children’s academic progress and college-readiness, and plan for their enrollment and persistence in post-secondary education.

The six-week summer program will include one week at SAC’s campus, a 4-week residential experience at Chapman University (private four-year), and a 1-week Northern California university tour that includes public and private four-year universities.

The Upward Bound Project Director will engage in continual monitoring and assessment of program implementation and student achievement using customized reports, correlation studies, and feedback from key stakeholders to evaluate program effectiveness and make informed modifications to improve program performance, as needed.

The proposed program will address the Invitational Priority to connect Upward Bound students to dual enrollment opportunities, and will address the Competitive Preference Priority: Moderate Evidence of Effectiveness Standard. SAC’s Upward Bound Program will feature the intrusive advisement model that has demonstrated statistically significant improvement in GPAs and retention of at-risk students who receive these services. Molina and Abelman’s studies on the impact of intrusive advisement meet the U.S. Department of Education’s What Works Clearinghouse standard of moderate evidence of effectiveness: “Style over substance revisited: A longitudinal analysis of intrusive intervention” [<http://www.nacadajournal.org/doi/pdf/10.12930/0271-9517-21.1-2.32>]; and “Style Over Substance in Interventions for At-Risk Students: The Impact of Intrusiveness.” [<http://www.nacadajournal.org/doi/pdf/10.12930/0271-9517-20.2.5>]

SPECIAL PROJECT DETAILED BUDGET #3xxx

NAME: Youth Empowerment Strategies for Success-Independent Living Program (YESS-ILP)

Student Relief Funds - SAC

FISCAL YEAR: 2020/2021

CONTRACT PERIOD: 12/04/20 - 02/12/21

PROJ. ADM. Alicia Kruizenga

CONTRACT INCOME: \$10,665

PROJ. DIR. Sylvia Sanchez

Prime Sponsor: Foundation of California Community Colleges

Fiscal Agent: RSCCD

Date: 11/30/20

CFDA #: N/A; Award #: N/A

| Account | Object Description | Debit | Credit |
|---|-------------------------------|---------------|---------------|
| 74-3xxx-000000-10000-8890 | Other Local Revenue | | 10,665 |
| 74-3xxx-732000-19405-7590 | Student Scholarships & Grants | 10,665 | |
| Total 3xxx YESS-ILP Student Relief Funds | | 10,665 | 10,665 |

Student Relief Fund: Foster Youth 2020

The Foundation for California Community Colleges (FoundationCCC), in partnership with the CCC Chancellor's Office, launched the Campaign for Relief and Recovery through the California Community Colleges in mid-March to raise funds for emergency financial aid to assist students most impacted by the COVID-19 crisis. The first rounds of funding helped to support students in essential healthcare fields, such as nursing and respiratory therapy programs.

Thanks to a generous donor, funding is now available through the Student Relief Fund to support current or former foster youth enrolled at a California Community College.

Colleges with an active Youth Empowerment Strategies for Success-Independent Living Program (YESS-ILP) are eligible to apply. You are encouraged to submit an agreement for flexible, financial assistance for current or former foster youth students currently enrolled at your college.

Student Eligibility

Eligible current or former foster youth students are those who:

- Were enrolled in your college on the date of enrollment census during the current or most recent academic term; and
- Are experiencing financial hardship due to either (1) loss of a primary source of income (temporarily or indefinitely) due to the COVID-19 pandemic crisis; or (2) other emergency financial needs as determined by the college.

Note that students do not have to be participants of YESS-ILP to be eligible. No student will be denied support by virtue of their immigration status.

College Distribution

A total of \$192,000 is available for the 18 California Community Colleges with an active YESS-ILP. We invite your college to receive and distribute the emergency aid to eligible students as quickly as possible. Each eligible college can receive up to \$10,665 and may elect to reserve up to 5% to defray costs. These funds should be rapidly distributed as emergency assistance between \$350 and \$500 to between 21 and 30 eligible current or former foster youth students per college. Students will be able to use the funds for whatever personal costs they deem most pressing, such as food, household items, rent, technology and connectivity for online learning, fees for licensing exams, childcare, and more.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

| | | |
|---------|--|-------------------------|
| To: | Board of Trustees | Date: December 14, 2020 |
| Re: | Approval of Third Amendment to Sub-Agreement between RSCCD and WestEd 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 WestEd, 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-18-2559-02.03) with WestEd 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, 2018, through December 31, 2020, has been extended to April 30, 2021, and the sub-award amount shall not exceed \$1,441,140 (an increase of \$150,000).

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

| | | |
|-----------------|--|-------------------------------|
| Fiscal Impact: | \$150,000 (grant-funded) | Board Date: December 14, 2020 |
| Prepared by: | Alejandra L. Landa, Interim Director, Special Programs | |
| Submitted by: | Enrique Perez, J.D., Vice Chancellor, Educational Services | |
| Recommended by: | Marvin Martinez, Chancellor | |

**THIRD AMENDMENT TO GRANT SUB-AGREEMENT
BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
WESTED**

This third amendment (hereinafter “Amendment”) is entered into on this 14th day of December, 2020, between Rancho Santiago Community College District (hereinafter “RSCCD”) and WestEd (hereinafter “SUBCONTRACTOR”) to amend that certain agreement #DO-18-2559-02 (hereinafter “Agreement”) between the parties dated December 10, 2018, first amendment #DO-18-2559-02.01 dated February 25, 2019 and second amendment #DO-18-2559-02.02 dated May 13, 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, 2018, through December 31, 2020, extended to April 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 \$1,441,140 USD. This represents an increase of \$150,000 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 April 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 third Amendment to be executed as of the day that both Parties have signed the Amendment.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: WESTED

By: _____
Name: Adam M. O'Connor

By: _____
Name: _____

Title: Interim Vice Chancellor
Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Board Approval Date: December 14, 2020

94-3233542
Employer/Taxpayer Identification Number (EIN)

List of Exhibits (update December 2020)

Exhibit A: Scope of Work (approved by Chancellor's Office)

Exhibit A.1: Scope of Work (approved by Chancellor's Office)

Exhibit B: Articles I, Rev. 09/18 and Article II, Rev. 05/14 (*NOTE: this is for general reference on the allowable and appropriate use of funds. Payment and reporting dates in Articles I and II are relevant to the Fiscal Agent and do not apply to the SUBCONTRACTOR.*)

Exhibit C: Invoice Form and Instructions

Exhibit D: Additional Terms and Conditions (April 2019)

Vendor Agreement

This Vendor Agreement supersedes the “Grant Sub-Agreement between Rancho Santiago Community College District and WestEd” number 18-2259-02, dated December 10, 2018, and an associated Purchase Order No. 19-P0199537 issued on May 24, 2019. This Vendor Agreement is entered between Rancho Santiago Community College District (“Fiscal Agent”), acting on behalf of the California Community Colleges Chancellor’s Office, and WestEd (“Vendor”), located at 730 Harrison Street, San Francisco, California 94107.

Background

This Vendor Agreement will support the K12 Strong Workforce Program (SWP). It will govern any unfinished work that was to be completed under agreement number 18-2259-02, and the related Purchase Order No. 19-P0199537 and any unexpended budget from the prior agreement and purchase order shall be allocated to the work under this Vendor Agreement. This Vendor Agreement also requires additional work as described below.

The parties agree as follows:

Scope of Work

- Vendor agrees to complete the remaining scope of work from the prior agreement and purchase order referenced above. The remaining work includes the following activities:
 - Round 3 technical assistance support to CO
 - Support in responding to all FAQs related to Round 3.
 - Summaries of engagement meeting evaluations by region.
 - PowerPoint for use in CWJAC meetings highlighting Interim Data Survey, Round 3 applications, Key Talent.
 - Round 3 technical assistance support for Selection Committees
 - Designing support materials for Selection Committee members
 - Providing training for K14 TAPs to support Selection Committee members.
 - Interim Data Survey
 - Technical assistance to K14 TAPs and K12 PCs on Interim Data Survey.
 - Weekly communications with CO on completion rates of Interim Data Survey.
 - Summary of lessons learned from administering Interim Data Survey and recommendations for next iteration of the survey.
 - Ongoing support for development of LaunchBoard tab.
 - Meetings with CO and CDE to confirm data sharing agreements and data definitions.

In addition, Vendor will be undertaking the following activities outlined in further detail in Table 1:

- Engage in a cycle of continuous improvement to learn from Round 3 and make improvements for supporting the program as well as a potential Round 4.
- Analyze formative data collected by Round 1 awardees.

- Create a series of materials relying on all K12 data sources to report on the on-going development of K12 SWP.

Table 1. Activities and deliverables

| Activity | Deliverables |
|--|---|
| <p>Onboard new staff at the CO supporting K12SWP</p> | <p>Set up a file share to provide access to all information including memos, reports, and PowerPoint presentations generated about K12 SWP. Step through all materials with new K12 SWP support staff to ensure their understanding of what materials are included and address any questions.</p> <p>Meet weekly with Program Monitor and Data Analyst to ensure staff gain an historical understanding of the development of K12 SWP through all three cycles of grant making. Provide consultancy support to Program Monitor on all aspects of K12 SWP for Round 3 through December 2020.</p> <p>Share all links to surveys, interview and focus group protocols used to collect information on the different aspects of K12 SWP: engagement meetings, selection committee process, selection committee training, selection committee work, RFA and support materials. Provide consultancy support as needed to use or modify these materials with Program Monitor.</p> |
| <p>Collect and analyze formative measures for Round 1 awardees</p> | <p>Format interim measures organized into a survey format for collection by participating LEAs.</p> <p>Facilitate two one-hour trainings for K14 TAPs and K12 PCs to ensure key talent know how to collect interim measures and support LEAs in the collection of these data.</p> <p>Coordinate on a weekly basis with Statewide Technical Assistance Lead to support data collection efforts to ensure maximum participation.</p> <p>Meet weekly with K12 SWP Data Analyst to build her understanding of the data set established from the survey.</p> <p>Support the Data Analyst to be able to report on the data collected from formative measures including:</p> <ul style="list-style-type: none"> • Types of activities supported by the K12 SWP grant in 2019-2020 (create a new pathway/improve/modify, cross-sector work, as well as activity detail within curriculum & instruction, college & career exploration, post-secondary transition & WBL) |

| Activity | Deliverables |
|---|--|
| | <ul style="list-style-type: none"> • Total number of students enrolled in K12 SWP-supported CTE pathways, by sector in 2019-2020 • Total number of students enrolled in K12 SWP-supported early college credit (dual enrollment, high school articulation) offerings in 2019-2020 |
| <p>Develop a suite of communications materials reporting on developments of K12 SWP</p> | <p>The following materials are for use with all CO staff supporting K12 SWP to ensure there is a shared understanding of the work supported by K12 SWP. In addition, these materials can be used to share information on K12 SWP with CWJAC membership, DOF, members of the Assembly and any other constituent who needs updated information on K12 SWP. Note these materials can also be featured on the CO website and shared with key talent to ensure to CO messaging about K12 SWP is statewide.</p> <p>Fact Sheet on Round 3 awardees</p> <p>Fact sheet on Selection Committees</p> <p>4-6 page publication on “Promising practices and results from Round 1 awardees”</p> <p>4-6 page publication on “Support structures enabling K12 SWP implementation plans”</p> |

| K12 SWP Amendment on PO #19-PO199537 | | RA | AB | GC | PF | TH | MJ | PW |
|---|--|-------------------------|----------|-----------|------------|-----------|-----------|----------|
| Continuous Improvement for K12SWP Round 3 | Tasks | Approximate Staff Hours | | | | | | |
| Onboard new staff at the CO supporting K12SWP | Set up a file share to provide access to all information including memos, reports, and PowerPoint presentations generated about K12 SWP. Step through all materials with new K12 SWP support staff to ensure their understanding of what materials are included and address any questions. | 0 | 0 | 32 | 32 | 8 | 16 | 0 |
| | Meet weekly with Program Monitor and Data Analyst to ensure staff gain an historical understanding of the development of K12 SWP through all three cycles of grantmaking. Provide consultancy support to Program Monitor on all aspects of K12 SWP for Round 3 through December 2020. | 0 | 0 | 32 | 36 | 12 | 16 | 4 |
| | Share all links to surveys, interview and focus group protocols used to collect information on the different aspects of K12 SWP: engagement meetings, selection committee process, selection committee training, selection committee work, RFA and support materials. Provide consultancy support as needed to use or modify these materials with Program Monitor. | 0 | 0 | 32 | 36 | 12 | 16 | 4 |
| Subtotal | | 0 | 0 | 96 | 104 | 32 | 48 | 8 |

| Analysis of Formative Measures | Tasks | Approximate Staff Hours | | | | | | |
|---|--|-------------------------|-----------|------------|----------|-----------|-----------|-----------|
| Collect and analyze formative measures for Round 1 awardees | <p>Format interim measures organized into a survey format for collection by participating LEAs.</p> <p>Facilitate two one-hour trainings for K14 TAPs and K12 PCs to ensure key talent know how to collect interim measures and support LEAs in the collection of these data.</p> <p>Coordinate on a weekly basis with Statewide Technical Assistance Lead to support data collection efforts to ensure maximum participation.</p> | 32 | 32 | 32 | 0 | 8 | 16 | 4 |
| | <p>Meet weekly with K12 SWP Data Analyst to build her understanding of the data set established from the survey. Analysis includes:</p> <ol style="list-style-type: none"> Types of activities supported by the K12 SWP grant in 2019-2020 (create a new pathway/improve/modify, cross-sector work, as well as activity detail within curriculum & instruction, college & career exploration, post-secondary transition & WBL). Total number of students enrolled in K12 SWP-supported CTE pathways, by sector in 2019-2020. Total number of students enrolled in K12 SWP-supported early college credit (dual enrollment, high school articulation) offerings in 2019-2020 | 56 | 64 | 80 | 0 | 16 | 32 | 8 |
| Subtotal | | 88 | 96 | 112 | 0 | 24 | 48 | 12 |

| Communication Materials | Tasks | Approximate Staff Hours | | | | | | |
|---|--|-------------------------|-----------|------------|------------|-----------|------------|-----------|
| | | | | | | | | |
| Develop a suite of communications materials reporting on developments of K12SWP | Fact Sheet on Round 3 awardees. | 0 | 0 | 32 | 56 | 10 | 12 | 6 |
| | Fact sheet on Selection Committees | 0 | 0 | 32 | 52 | 10 | 12 | 6 |
| | 4-6 page publication on “Promising practices and results from Round 1 awardees” | 0 | 0 | 32 | 54 | 10 | 12 | 6 |
| | 4-6 page publication on “Support structures enabling K12 SWP implementation plans” | 0 | 0 | 32 | 54 | 11 | 12 | 6 |
| Subtotal | | 0 | 0 | 128 | 216 | 41 | 48 | 24 |
| TOTAL ACROSS ALL TASKS | | 88 | 96 | 336 | 320 | 97 | 144 | 44 |

Loaded Hourly Labor Rate

| Staff Hourly Rates | 12/01/19-11/30/20 | 12/01/20-11/30/21 | Y1 (Total) |
|--------------------|-------------------|-------------------|------------------|
| | <u>FY20</u> | <u>FY21</u> | |
| Employee 1 | 150.61 | 158.14 | \$13,254 |
| Employee 2 | 104.29 | 109.50 | \$10,012 |
| Employee 3 | 126.18 | 131.61 | \$42,743 |
| Employee 4 | 125.91 | 131.67 | \$40,914 |
| Employee 5 | 235.87 | 246.40 | \$23,002 |
| Employee 6 | 99.00 | 103.06 | \$14,353 |
| Employee 7 | 128.41 | 134.33 | \$5,721 |
| Total Cost | | | \$150,000 |

Confidential Information. Do not distribute without permission.

Term

The term of this Vendor Agreement is September 1, 2020 through April 30, 2021.

Payment

The Vendor may invoice the Fiscal Agent for work performed at the hourly rate of listed above. Total payments to the Vendor under this Vendor Agreement shall not exceed \$313,091.36.

Invoicing and Payment Schedule

Vendor shall submit invoices [monthly/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>Vendor: Virgilio Tinio, Jr. Director of Contracts & Grants 415.615.3136 contracts@wested.org</p> <p>cc: Tracy Huebner Director, Center for the Future of Teaching and Learning at WestEd 650.274.9700 thuebne@wested.org</p> | <p>Fiscal Agent: Sarah Santoyo, Assistant Vice Chancellor of Educational Services Rancho Santiago Santoyo_sarah@rscdd.edu (714) 480-7466</p> | <p>Chancellor’s Office: Katie Gilks Program Specialist Workforce and Economic Development kgilks@CCCCO.edu 916.445.1606</p> <p>Lindsay Williams Project Analyst Workforce and Economic Development lwilliams@cccco.edu 916.322.7629</p> <p>With a copy to: Sandra Sanchez Assistant Vice Chancellor Workforce and Economic Development ssanchez@cccco.edu 916.322.0935</p> |
|---|---|---|

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.

For WestEd

Virgilio Tinio [Date]
Director of Contracts and Grants

For Rancho Santiago Community College District

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

| | |
|---|-------------------------|
| To: Board of Trustees | Date: December 14, 2020 |
| Re: Approval of Subscription Agreement with California Community College Chancellor's Office to support the federal Student Right-to-Know Act | |
| Action: Request for Approval | |

BACKGROUND

The purpose of this subscription agreement is for the California Community College Chancellor's Office to assist the District and its colleges with data collection to support the District's reporting requirements under the federal Student Right-to-Know Act.

To develop all required and supplementary reports for submission to the U. S. Department of Education, the Chancellor's Office will: (1) implement procedures to secure transfer data and match it with data supplied by District; (2) provide to District the operational definitions and data collection and reporting requirements necessary to submit data and/or generate reports, which will comply with federal law.

The District will collect and report necessary data to the Chancellor's Office consistent with the definitions and procedures established; (2) fully cooperate with the Chancellor's Office in connection with the development of procedures, collection of data, preparation and review of reports, and other activities necessary; (3) submit final reports to the U.S. Department of Education; (4) publish the completion rate information to students and prospective students. Nga Pham, Executive Director of District Research, Planning & Institutional Effectiveness, will be the project director to ensure all reports for the District Office, Santa Ana College and Santiago Canyon College will be validated, completed and submitted within the timeline established.

ANALYSIS

This subscription agreement is effective July 1, 2020 through June 30, 2023. The District will pay the Chancellor's Office \$5,900 per year for Santa Ana College and Santiago Canyon College, and the District Office reports will be included in the total district sum. This 3-year contract is \$35,400.

RECOMMENDATION

It is recommended that the Board approve this subscription 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: \$35,400.00 | Board Date: December 14, 2020 |
| Prepared by: Nga Pham, Executive Director, District Research, Planning & Institutional Effectiveness | |
| Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services | |
| Recommended by: Marvin Martinez, Chancellor | |

Student Right-to-Know Reporting Subscription Agreement
SCOPE OF WORK

On July 1, 2020, the Chancellor's Office of the California Community Colleges (hereinafter the Chancellor's Office) and the Rancho Santiago Community College District (hereinafter District) do hereby agree as follows:

1. Services to Be Provided

The purpose of this agreement is for the Chancellor's Office to assist the District with data collection to support the District's reporting requirements under the federal Student Right-to-Know Act. In order to further the purpose of this agreement and develop reports required by federal law, the parties agree to fulfill their respective responsibilities, listed below:

Chancellor's Office Responsibilities: (1) Implement procedures to secure transfer data and match it with data supplied by District; (2) Provide to District the operational definitions and data collection and reporting requirements necessary to submit data and/or generate reports, which will comply with federal law.

District Responsibilities: (1) Collect and report necessary data to the Chancellor's Office consistent with the definitions and procedures established by the Chancellor's Office; (2) Fully cooperate with the Chancellor's Office in connection with the development of procedures, collection of data, preparation and review of reports, and other activities necessary to furtherance of the purposes of the agreement; (3) Submit final reports to the U.S. Department of Education; (4) Publish the completion rate information to students and prospective students by whatever means it determines to be most appropriate.

2. Term

This agreement shall be for a period of three years, from July 1, 2020 through June 30, 2023. If the data is incomplete or incorrect at the end of this term, it will be the obligation of District to supply data and the obligation of the Chancellor's Office to submit data and/or generate reports until all necessary data has been submitted and/or final drafts of all required and supplementary reports have been prepared for submission to the U.S. Department of Education.

3. Compensation

In consideration of the services provided by the Chancellor's Office, the District agrees to pay the Chancellor's Office the sum of five thousand nine hundred dollars (\$5,900) per year for each college in the District (currently Santa Ana, Santiago Canyon).

Annual invoices will be sent to the District via email to the designated Project Monitor. The District will provide payment in the form of a check to the Chancellor's Office Accounting unit by August 1st of each year of the contract.

4. Project Representatives

The project representatives during the term of this agreement are:

| | |
|-------------------------------------|---------------------------|
| Chancellor's Office Project Monitor | District Project Director |
| Name: Todd Hoig | Name: Nga Pham |
| Phone: (916) 445-8505 | Phone: (714) 480-7467 |
| EMail: thoig@cccoco.edu | EMail: pham_nga@rscdd.edu |

Student Right-to-Know Reporting Subscription Agreement
SCOPE OF WORK

5. District's Project Director and Key Personnel

District shall notify the Chancellor's Office of any change in the Project Director.

6. Chancellor's Office Project Monitor

The Project Monitor is responsible for overseeing the project as a whole. All questions or problems relating to the project, including the terms or conditions of this Agreement, should be directed to the Project Monitor. The Chancellor's Office shall notify the Contractor of any change in the Project Monitor.

Student Right-to-Know Reporting Subscription Agreement
GENERAL TERMS AND CONDITIONS

1. Agreement is Complete

Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this agreement.

2. Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

3. Audit

District agrees that the Chancellor's Office, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. District agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of record retention is stipulated.

4. Captions

The clause headings appearing in this 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.

5. Confidentiality of Data

This provision states the conditions under which the District may use personally identifiable student data including Social Security Numbers (SSNs) provided by the CCCC.

- a. The CCCC releases its students' personally-identifiable data including SSNs with the understanding that the District will use the data only for the purpose of responding to reporting requirements set forth by the federal Integrated Postsecondary Education Data System (IPEDS) and program evaluation or educational research aimed at improving instruction;
- b. District shall store information furnished by CCCC in a place physically secure from access by unauthorized persons. Information in electronic format, such as magnetic tape or diskettes, shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal, or other means;
- c. Qualified personnel at District who use the personally identifiable data shall be proficient and experienced in managing secure, confidential data, and shall be informed of the sanctions against unauthorized use or disclosures;
- d. No individual student or parent shall be identifiable in any reports, publications or other documents that are created by District with the use of CCCC data;
- e. District agrees not to release personally identifiable data including SSNs it receives from CCCC to any other person or organization. District agrees to destroy the data when no longer needed for the purposes specified in this agreement;
- f. District shall adhere to all legal requirements, including but not limited to the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g). Should the United States Department of Education determine that release of data under this agreement does not satisfy the requirements of 20 U.S.C. § 1232g, CCCC may terminate this agreement and demand the destruction or return of all data supplied to District within thirty (30) working days; and
- g. CCCC reserves the right to withhold any data and terminate this agreement at any time.

Student Right-to-Know Reporting Subscription Agreement
GENERAL TERMS AND CONDITIONS

6. Disputes

In the event of a dispute that cannot be informally resolved, District shall deliver to the Project Monitor a "Notice of Dispute" within ten (10) days of the discovery of the problem. Within ten (10) days of receiving the Notice, the Chancellor, or his or her designee, shall meet with District and the Project Monitor for purposes of resolving the dispute. The decision of the Chancellor, or his or her designee, shall be final. District shall continue with the responsibilities under this Agreement during any dispute.

7. District Rights

Notwithstanding any other provision of this agreement, District shall have the right to use or reproduce any data or reports developed pursuant to this agreement. The District shall also retain the right to develop and publish reports which vary from those produced by the Chancellor's Office pursuant to this agreement and must comply with FERPA nondisclosure of personally identifiable student records.

8. Notice

Notice to either party may be given by email or certified mail. Such notice shall be effective when received, as indicated by email or post office records, or if deemed undeliverable by post office, such notice shall be postponed 24 hours for each such intervening day.

9. Termination

Either party may at its option terminate this contract at any time upon giving 30 days advance notice in writing to the other party in the manner herein specified. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations under this Agreement. In such event, the District shall pay the Chancellor's Office for all satisfactory services rendered and expenses incurred prior to such termination, which could not have been avoided by reasonable efforts of the Chancellor's Office, but not in excess of contract maximum payable.

In the event of any breach or anticipated beach of this Agreement by the District, the Chancellor's Office may terminate the Agreement upon five (5) days' written notice to the District. By terminating the Agreement under this clause, the Chancellor's Office does not abandon any rights or legal remedies available to it under applicable law.

10. Timeliness

Time is of the essence in this Agreement.

11. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

12. Waiver

No waiver of any breach of this contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the CCCC to enforce at any time any of the provisions of this agreement, or to require at any time performance by the District of any of the provisions thereof, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this agreement or any part thereof or the right of CCCC to thereafter enforce each and every such provision.

Student Right-to-Know Reporting Subscription Agreement
GENERAL TERMS AND CONDITIONS

13. Authorization and Approvals

Chancellor's Office
California Community Colleges
1102 Q Street
Sacramento, CA 95811

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

Authorized Signatures

For the Chancellor's Office:

For Rancho Santiago CCD:

X _____
Daisy Gonzales
Deputy Chancellor

X _____
Printed Name and Title:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

| | | |
|---------|---|-------------------------|
| To: | Board of Trustees | Date: December 14, 2020 |
| Re: | Approval of the RSCCD 2021-2024 Strategic Technology Plan | |
| Action: | Request for Approval | |

BACKGROUND

The Technology Advisory Group (TAG) is a District participatory governance committee responsible for promoting student learning and institutional success through the use of technology. One of TAG's main responsibilities is the development of a districtwide Strategic Technology Plan (STP). The purpose of the STP is to establish an informed framework for decision making that guides and supports the effective use of technology districtwide for the next four years. During its November 5, 2020 meeting, TAG voted unanimously to approve and recommend adoption of the final draft of the RSCCD 2021-2024 STP. Approval by the Board of Trustees is now requested. The previous RSCCD STP, valid from 2017 to 2020 was approved by the Board of Trustees in February 6, 2017.

ANALYSIS

The STP considers current internal and external environmental conditions, accreditation standards defined by the Accrediting Commission for Community and Junior Colleges (ACCJC), and the goals established by the District's Strategic Plan and the Colleges Educational Master Plans. These elements are aligned to produce a flexible hierarchical planning structure around current technology trends in support of the institutional mission of the District and its colleges. This hierarchical structure is comprised of Strategic Themes, Goals and Initiatives, which ultimately result in technology projects that are executed by the District's operational areas.

The STP is a living document, to be reviewed and updated at least annually in order to keep abreast with fast-paced advancements in technology.

To view the RSCCD 2021-2024 Strategic Technology Plan please click [here](#).

RECOMMENDATION

It is recommended the Board of Trustees approve the RSCCD 2021-2024 Strategic Technology Plan as presented.

| | | |
|-----------------|--|-------------------------------|
| Fiscal Impact: | None | Board Date: December 14, 2020 |
| Prepared by: | Jesse Gonzalez, Assistant Vice Chancellor of Information Technology Services | |
| Submitted by: | Enrique Perez, J.D., Vice Chancellor, Educational Services | |
| Recommended by: | Marvin Martinez, Chancellor | |

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

| | | |
|---------|--|-------------------------|
| To: | Board of Trustees | Date: December 14, 2020 |
| Re: | Approval of Change Order #1 for Remote Service Provision with SectorPoint Inc. | |
| Action: | Request for Approval | |

BACKGROUND

The Information Technology Services (ITS) department has an annual agreement with SectorPoint Inc. for remote service provision to support the institutional websites for the District and its colleges. On June 15, 2020 the Board of Trustees approved this service renewal as part of the 2020-2021 contract listing submitted by the Purchasing Department. To view the June 15, 2020 Docket, Page 297, please click [here](#).

One of the two ITS team members responsible for the oversight of institutional websites recently retired through the Supplemental Retirement Program (SRP). This has created additional demand for remote support, which requires additional time allocated to the existing agreement with SectorPoint Inc.

ANALYSIS

This change order will increase the monthly contract entitlement from 31 hours per month to 62 hours per month for the period between January 1, 2021 to June 30, 2021. This represents a net increase of 186 hours to the existing agreement. Executing the change order will extend the contract cost by an amount not to exceed \$36,000. The total contract amount has increased from \$72,000 to \$108,000.

The District has reviewed the change order and has found the supplementary hours to be sufficient and reasonable to address current support needs.

This project will be funded by the ITS operational budget.

RECOMMENDATION

It is recommended the Board of Trustees approve Change Order #1 for Remote Service Provision with SectorPoint Inc. as presented.

| | | |
|-----------------|--|-------------------------------|
| Fiscal Impact: | \$36,000 | Board Date: December 14, 2020 |
| Prepared by: | Jesse Gonzalez, Assistant Vice Chancellor of Information Technology Services | |
| Submitted by: | Enrique Perez, J.D., Vice Chancellor, Educational Services | |
| Recommended by: | Marvin Martinez, Chancellor | |



Change Order

Change Order#1
for
Rancho Santiago
Community College
District



PREPARED FOR:

Name
Thurman Brown
Rancho Santiago
Community College District

PREPARED BY:

Name
Jon Cornelison
Senior Solutions Architect
SectorPoint, Inc.

NOVEMBER 5, 2020

6.5 (2)

Overview

This document provides a Change Order #1 to the FY 2020-21 Remote Service Provision for support of the district and college Websites under PO# 21-P0219026.

| | |
|----------------|--|
| Date | November 5, 2020 |
| Client Name | Rancho Santiago Community College District |
| SOW Name | 20-21 RSP |
| Purchase Order | PO# 21-P0219026 |
| SOW Type | Fixed Cost |

The RSCCD currently has a remote service provision (RSP) agreement in place which entitles RSCCD to 31 hours/month or 372 hours/year of professional technical service hours for project efforts and task work outside the scope of the maintenance and support agreement. Due to an increase in the IT project workload, RSCCD has requested that additional hours be added to the RSP agreement for the period January 1, 2021 to June 30, 2021.

Scope

Increase the monthly entitlement from 31 hours/month to 62 hours/month for the period January 1, 2021 to June 30, 2021. Net increase of 186 hours.

| | Hours |
|---|-------|
| Total Original RSP Hours | 372 |
| <i>Change Order #1 Additional Hours</i> | 186 |
| Total RSP Hours | 558 |

Fee Increase/Decrease Summary

The RSP fees related to this Change Order #1 fees are \$36,000 which represent the net new increase of \$6,000/month for six months (January through June 2021).

Client

SectorPoint, Inc.

Signature

Date

Signature

Date

Title

Title

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

| | | | |
|---------|--|-------|-------------------|
| To: | Board of Trustees | Date: | December 14, 2020 |
| Re: | Approval of Agreement with OculusIT, LLC for Ellucian Colleague System Administration Services | | |
| Action: | Request for Approval | | |

BACKGROUND

The Information Technology Services (ITS) department, following recommendations from the Technology Advisory Group (TAG), has been assessing cost saving alternatives for the hosting of Ellucian Colleague, the District's Enterprise Resource Planning (ERP) and Student Information System (SIS). On August 10, 2020, the Board of Trustees approved an agreement with Cumulus Technology Services, LLC for consulting services to assist with this endeavor. To view August 10, 2020 Docket, Page 189, please click [here](#).

One of the findings of this ongoing assessment is the need to contract with subject matter experts for system management and administration of Ellucian Colleague, in preparation for a potential transition to self-hosting the system in the District's own cloud.

ANALYSIS

The District has identified OculusIT, LLC as a suitable company for providing Ellucian Colleague System Administration services. These services will allow the District to build a test environment on its own cloud to conduct a feasibility assessment and determine the next steps in the process. The total cost of the service engagement will not exceed \$75,000 at an hourly rate of \$150 per hour. The performance period is from December 15, 2020 to December 14, 2021. The District reserves the right to terminate the agreement by providing thirty days written notice should the project be completed ahead of schedule.

This project will be funded by the ITS operational budget.

RECOMMENDATION

It is recommended the Board of Trustees approve the agreement with OculusIT, LLC for Ellucian Colleague System Administration Services as presented.

| | | | |
|-----------------|--|-------------|-------------------|
| Fiscal Impact: | \$75,000 | Board Date: | December 14, 2020 |
| Prepared by: | Jesse Gonzalez, Assistant Vice Chancellor of Information Technology Services | | |
| Submitted by: | Enrique Perez, J.D., Vice Chancellor, 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, on behalf of (college or department) - delete if not needed and OculusIT, LLC, having its principal business address located at 55 E Monroe Street, Suite 3460, Chicago IL 60601 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 December 15, 2020, whichever is later, and shall continue in full force and effect thereafter until and including December 14, 2021 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

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

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor’s performance of the Work under this Agreement, a total amount not to exceed Seventy Five Thousand Dollars (\$75,000) (“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: Vice Chancellor, Business Operations & Fiscal Services
2323 N. Broadway
Santa Ana, Ca 92706

With a copy to: Rancho Santiago Community College District
Jesse Gonzalez
Assistant Vice Chancellor, ITS
2323 N. Broadway
Santa Ana, Ca 92706

Contractor: OculusIT, LLC
55 E Monroe Street, Suite 3460
Chicago, IL 60603

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

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

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

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

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

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

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

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

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

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

for these substitute goods or services.

29. Dispute Resolution.

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

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

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

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

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

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

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

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

of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Adam M. O'Connor

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

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: Joseph Redwine

Print Title: President

Date: _____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

A Scope of Work should include at least all of the following:

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.

Detailed Scope of Work & Payment Schedule attached on following page.



STATEMENT OF WORK

Client Name

Rancho Santiago Community College District

Client Contacts

Primary Point of Contact

| | |
|--------|--|
| Name: | Jesse Gonzalez |
| Title: | Assistant Vice Chancellor, Information Technology Services |
| Email: | Gonzalez_Jesse@rscsd.edu |
| Phone: | (714) 480-7401 |

Authorized Signatory Point of Contact

| | |
|--------|--|
| Name: | Adam M. O'Connor |
| Title: | Interim Vice Chancellor, Business Operations/Fiscal Services |
| Email: | oconnor_adam@rscsd.edu |
| Phone: | (714) 480-7320 |

STATEMENT OF WORK DETAILS

| | | |
|-------------------------------|--|------|
| Schedule Number of this SOW: | OculusIT, LLC | 0002 |
| Effective/Start Date: | 12/15/2020 | |
| End Date: | 12/14/2021 | |
| Initial Term: | 1 Year beginning from the Effective Start Date | |
| Renewal Term(s): | NA | |
| Recurring Fees Billing Cycle: | NA | |

6.6 (12)

Summary of Payment Schedule:

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|--------------------------|--------------|--------|--------|--------|--------|
| Annual % Increase Amount | - | - | - | - | - |
| Fees Due (\$ USD) | \$ 75,000.00 | - | - | | |

NOTE:

| | |
|--|---------------|
| Annual Percent Increase Reference in MLSA: | Section 6.2.2 |
|--|---------------|

| | |
|-----------------|-------------------------|
| Payment Method: | ACH/Wire Transfer/Check |
|-----------------|-------------------------|

| | |
|--|--------------------------------------|
| Payment Terms for Initial/First Year Fees: | Net 30 from the Effective Start Date |
|--|--------------------------------------|

| | |
|-----------------------------------|--------|
| Payment Terms for Recurring Fees: | Annual |
|-----------------------------------|--------|

Notes:

STATEMENT OF WORK

SCHEDULE

00 02

FOR

| |
|--|
| Rancho Santiago Community College District |
| OculusIT Professional Services includes: |
| Colleague® System Administration Services |
| - |
| - |



ADMINISTRATIVE OFFICE

125 South Clark Street, 17th Floor Chicago,
Illinois 60603 USA

CONTACT US

Tel: 844-462-8587
Email: engage@oculusit.com

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| 3. ASSUMPTIONS..... | 3 |

Statement of Work

1. STATEMENT OF WORK

A request for OculusIT Software and Services was requested by Client Primary Point of Contact as listed in the Statement of Work Summary. The following Software and Services are to be provided by OculusIT and are based on a fixed-bid price as set below.

2. SCOPE AND FINANCIAL SUMMARY

OculusIT will be providing Client with Software and remote Services for the Fees as outlined below:

Attachment:

Please see 'Scope and Financial summary' attached on the following page .

Client is responsible for bearing the Fees referenced in “Total Cost to Client”.

3. ASSUMPTIONS

This proposal is based on the following assumptions:

Attachment:

Please see 'Assumptions' attached at the end of the SOW.



Financial Summary - Rancho Santiago Community College District

| Description | Features | Scope | Fees |
|--------------------------------------|--|--|--|
| OculusIT Professional Services | | | DEC 01st 2020 - NOV 30th 2021 (YEAR 1) |
| OculusIT Professional Services | Colleague® System Administration | The scope of work includes: <ul style="list-style-type: none">• Remote Colleague® System Administration Services (Bucket of Hours = 500) Refer to ' Appendix A ' for detailed scope of work. | \$75,000 |
| FINAL COST TO THE INSTITUTION | | | \$75,000 |

| Services | Description | Assumptions/Pre-Requisites |
|--|-----------------------|---|
| OculusIT Professional Services | | |
| Colleague System Administration Services | General Assumptions | <p>Please see below general assumptions and pre-requisites:</p> <ul style="list-style-type: none"> • If the terms in this schedule conflict with the terms in the MLSA, the terms in this schedule will override the terms in the MLSA. • All fees are listed in USD. Payment terms is net 30. \$75,000 will serve as a prepaid bucket for 500 hours. • Downtime: <ul style="list-style-type: none"> o If downtime is required, scheduling will take place on weekends and/or during after hours. o Scheduled work on Production systems will happen during mutually convenient non-business hours and a corresponding comp-off provided to the resource. o The non-production and other work/updates will be done in the business hours. • If services are required to be performed on-site, travel, lodging, meals/per-diem, and incidentals are billed in addition on actual at Client's expense. • Upon execution of this SOW, OculusIT will need to schedule resources for this and will then appropriately slate timelines for the execution of this project. • If the engineer assigned to client has to go on a leave, it is OculusIT's responsibility to assign a replacement engineer during the leave days. These days include the days on which the engineer takes a sick leave. • If either client or OculusIT are not satisfied with the resource, either party shall notify the other in writing and a new resource of equal ability will be appointed to fulfill the remainder of the term <ul style="list-style-type: none"> o Client agrees that the resource will not be responsible for performing tasks outside his/her ability unless trained per client (at its own cost and expenses) and OculusIT will not commit to provide a new resource under this contract. o OculusIT will provide assurance on the service SLA's for these resources. o OculusIT will be covering all administrative and overhead costs associated with these resources. • Client to provide an escalation point-of-contact. • OculusIT will send a sign-off document upon the completion of work. Client will have up to 30 days to respond with a signed copy or a communication regarding any pending items. • Anything which is not mentioned in the scope of work will be considered as out of scope. • Client to provide timely responses to project team members. • If the scope of work changes, then a "scope change request form" will need to be submitted. • Client to provide an escalation point of contact. • OculusIT will not bear cost for any application license. All server and application licenses are the client's responsibility. This includes but not limited to Antivirus, Microsoft OS, SQL, SSL certificate and Terminal Services licenses. • Client to provide appropriate login details to provision the servers and provide support services. • Client must provide OculusIT with sufficient network and system credentials and access to perform their assigned tasks. The access includes, but is not limited to: <ul style="list-style-type: none"> o SSH Credentials to the servers. o Login Credentials to various systems. o Admin access to the servers required for administrations. • The hours can be used against technical expertise on Colleague®. |
| | Assumptions for RSCCD | <p>RSCCD will:</p> <ul style="list-style-type: none"> • Appoint a single named contract liaison to coordinate services covered under this SOW. • Provide support for all user functions, management and other applications not defined in this SOW. • Communicate any applicable database or application software standards and procedures for access to systems supported under this SOW to participating students, faculty, staff and alumni. • RSCCD IT will provide timely notification to OculusIT about system availability and maintenance of systems that might affect the uptime of services maintained by OculusIT. • Provide sufficient network and system credentials and access to perform the assigned tasks; access includes but is not limited to SSH credentials to the servers, login credentials to various systems, admin access to the servers requiring administration. |



APPENDIX A – SCOPE OF WORK

COLLEAGUE® SYSTEM ADMINISTRATION SERVICES

6.6 (19)

1. SCOPE OF WORK

1.1. Overview

At the highest level of the partnership, OculusIT will provide continued advice and high-touch customer and managed services.

➤ Differentiated Support Services

- Provide a named points of contact designated to escalate, manage, and coordinate queries
- Make reasonable efforts to provide timely responses
- Conduct regular conference calls, as mutually agreed with RSCCD, to discuss open items and review the resolution summary associated

➤ Proactive Guidance and Support

- Advise when planning changes and upgrades to the ERP infrastructure, specifically reviewing the IT implications regarding any relevant product information including identification of known issues or prerequisites that are applicable to RSCCD.
- Review and discuss the "resolution summary" on closed support cases to facilitate root cause analysis in order to mitigate similar future issues.
- Make reasonable attempts to provide prompt and direct communication about any product critical issues that arise which may impact RSCCD's environment.

➤ Insight and Planning

- Gain an understanding of RSCCD's IT goals, priorities, processes and infrastructure and how they contribute to the overall institutional mission.
- Discuss the IT implications of enterprise application product information when it becomes available as requested by the client.
- Assess the alignment between the institution's IT short- and long-term plans as enterprise applications evolve.

➤ Operational Continuity

- Facilitate timely resolution of client queries by delivering personalized, "high-touch" support and reasonable expedited access to subject matter experts
- Help in maintaining system reliability with a focus on mission-critical processing
- Ensure continuity of services through backup resources

6.6 (20)

- In the event of an OculusIT-initiated change in a resource, OculusIT will consult with RSCCD and use all commercially reasonable efforts to ensure that any replacement resource is integrated quickly and appropriately into the services process

1.2. Onboarding

OculusIT’s project manager will oversee the onboarding and transition of agreed-upon services from RSCCD to OculusIT, working closely in concert with the assigned RSCCD IT representative. During the transition, OculusIT will review all existing documentation provided by RSCCD.

OculusIT will create the reference material for the engagement to be signed off by RSCCD and review or update, if necessary, applicable existing documentation.

OculusIT will work with RSCCD to develop an annual work plan that will capture RSCCD’s specific goals and objectives for the year.

1.3. Colleague® On-going System Administration

OculusIT will provide on-going system administration services. Refer to the tasks mentioned below:

| Task | Description |
|---|---|
| System Administration | <ul style="list-style-type: none"> ▪ Server and Application Performance, utilization and turning. Changes to be recommended to the client and approved prior to making changes. ▪ Creation and configuration of additional virtual servers as needed. ▪ Installation of operating system updates on a quarterly cycle (except for emergency or critical updates – timeframe to be scheduled by mutual agreement). ▪ Managing and maintaining database systems, troubleshooting, backup and data recovery. ▪ Management of related system components and software (printing, server network access rules); manage and maintain security policies; provide technical support to client for related systems and technologies (i.e. connection issues, application performance issues, system failures). |
| Customization Management and Other Services | <ul style="list-style-type: none"> ▪ Customization work can be provided as requested at an hourly rate. This includes customizations impacted by software updates, new customizations or enhancements. ▪ Colleague® Environment Clones (aside from the clones done in the Software Updates Installation section above) can be requested at an hourly rate. |

6.6 (21)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

(Office of the Chancellor)

| | | |
|---------|-----------------------------|-------------------------|
| To: | Board of Trustees | Date: December 14, 2020 |
| Re: | Authorization of Signatures | |
| Action: | Request for Action | |

BACKGROUND

A list of the District's authorized signatures is kept on file at the Orange County Department of Education.

ANALYSIS

The attached list designates those individuals authorized to sign various documents on behalf of the district.

RECOMMENDATION

It is recommended that the Board approve the list of individuals authorized to sign various documents on behalf of the district.

| | |
|--|-------------------------------|
| Fiscal Impact: None | Board Date: December 14, 2020 |
| Prepared by Maria Madrigal, Interim Executive Assistant to the Board of Trustees | |
| Submitted by Marvin Martinez, Chancellor | |
| Recommended by Marvin Martinez, Chancellor | |

AUTHORIZATION OF SIGNATURES

RANCHO SANTIAGO COMMUNITY COLLEGE SCHOOL DISTRICT

I, _____, Clerk of the governing Board of the above named School District of Orange County, California, hereby certify that the said Board at a regular meeting thereof, held on the 14th day of December, 2020, adopted by a majority vote of said Board, a resolution that the following named persons, effective December 14, 2020, be authorized to sign payroll notices of employment/changes of status (NOE/CS), time sheets, vendor orders for payment, warrant registers as indicated, contracts, and agreements, and that all previous authorization of signatures are rescinded. This resolution further states that the authorization is subject to the following provisions:

| <u>NAME (TYPED)</u> | <u>SPECIMEN SIGNATURE</u> | AUTHORIZED TO SIGN: | | | |
|---------------------|---------------------------|---------------------|------------------------|---------------|------------------|
| | | <u>PAYROLL</u> | <u>VENDOR PAYMENTS</u> | | |
| | | TIME | | | |
| | | <u>NOE/CS</u> | <u>SHEET</u> | <u>ORDERS</u> | <u>REGISTERS</u> |
| Marilyn Flores | | _x_ | _x_ | _x_ | _x_ |
| Tracie Green | | _x_ | _x_ | _x_ | _x_ |
| Marvin Martinez | | _x_ | _x_ | _x_ | _x_ |
| Adam O'Connor | | _x_ | _x_ | _x_ | _x_ |
| Enrique Perez | | _x_ | _x_ | _x_ | _x_ |
| Jose Vargas | | _x_ | _x_ | _x_ | _x_ |

AUTHORIZATION OF SIGNATURES (cont.)

I further certify that the signatures following are those of the members of the governing board not mentioned above.

| <u>NAME (TYPED)</u> | <u>SIGNATURE</u> |
|----------------------|------------------|
| David Crockett | _____ |
| John R. Hanna | _____ |
| Zeke Hernandez | _____ |
| Lawrence R. Labrado | _____ |
| Tina Arias Miller | _____ |
| Sal Tinajero | _____ |
| Phillip E. Yarbrough | _____ |

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of December 2020.

Clerk _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

(Chancellor's Office)

| | | |
|---------|---|-------------------------|
| To: | Board of Trustees | Date: December 14, 2020 |
| Re: | List of 2021 Conferences and Legislative Executive Visits for Board Members | |
| Action: | Information | |

BACKGROUND

On October 8, 2012, the Board of Trustees approved BP 2735 Board Member Travel which includes the following:

The Board President, in conjunction with the Chancellor, will prepare a list of conferences and legislative executive visits that Board members may wish to attend or will assist Board members in their continuing education and fulfillment toward the mission of the district. The Chancellor, in consultation with the Board President, shall prepare a budget for board travel.

RECOMMENDATION

Board Policy 2735 and a list of conferences and legislative executive visits that board members may wish to attend is provided as information.

| | |
|---|---------------------------|
| Fiscal Impact: To Be Determined by Conferences/Legislative Visits Attended | Board Date: Dec. 14, 2020 |
| Prepared by: Maria Madrigal, Interim Executive Assistant to the Board of Trustees | |
| Submitted by: Marvin Martinez, Chancellor | |
| Recommended by: Marvin Martinez, Chancellor | |

Conferences Board Members may wish to attend in 2021

January 20, 2021

All day **CCLC Effective Trusteeship Workshop & Board Chair Workshops** (estimated cost: \$150 each)
Virtual Conference

January 25-26, 2021

All day **CCLC Annual Legislative Conference** (estimated cost: \$500)
Virtual Conference

February 7-10, 2021 (estimated cost: \$500)

ACCT National Legislative Summit
Virtual Conference

April 2021 (estimated cost: \$1,200)

SSCCC Spring General Assembly (student trustee)
Location TBD

April 30 – May 2, 2021 (estimated cost: \$2,100)

CCLC Annual Trustees Conference
Monterey Plaza Hotel & Spa, Monterey, California

June 2021 (estimated cost: \$3,700)

NALEO Annual Conference
Location TBD

August 13-15, 2021 (estimated cost: \$1,200)

CCLC Student Trustee Workshop
Mission Inn, Riverside, California

September 30 to October 3, 2020 (estimated cost: \$3,600)

ACCT Annual Leadership Congress
Location TBD

November 2021 (estimated cost: \$1,200, depending on location)

SSCCC Fall 2021 General Assembly (student trustee)
Location TBD

Conferences Board Members may wish to attend in 2020

November 18-20, 2021 (estimated cost: \$3,800, depending on location)

CCLC Annual Convention

Hyatt Regency, Orange County, California

ACCT – Association of Community College Trustees

CCLC – Community College League of California

NALEO - National Assoc. of Latino Elected & Appointed Officials

SSCCC – Student Senate for California Community Colleges

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

| | |
|---|-------------------------|
| To: Board of Trustees | Date: December 14, 2020 |
| Re: Review of RSCCD Board of Trustees Self-Evaluation | |
| Action: Receive and Review | |

BACKGROUND

Board Policy 2745 provides for the Board of Trustees to conduct an annual self-evaluation by December of each year.

ANALYSIS

An evaluation survey was approved by the Board on October 12, 2020, and was distributed to individuals identified in Board Policy 2745. The survey responses were presented to the Board at the November 9, 2020, meeting. Subsequent to that meeting, the individual Board members completed the self-evaluation instrument. Those responses are now provided to the Board for review and discussion.

RECOMMENDATION

It is recommended that the Board of Trustees review the evaluation responses.

| | |
|---|-------------------------------|
| Fiscal Impact: None | Board Date: December 14, 2020 |
| Prepared by: Nga Pham, Executive Director, Research, Planning and Institutional Effectiveness | |
| Submitted by: Enrique Perez, Vice Chancellor, Educational Services | |
| Recommended by: Marvin Martinez, Chancellor | |

Rancho Santiago Community College District (RSCCD) Board of Trustees Self-Evaluation of Internal Operations and Goals

December 2020

Recognizing the importance of ongoing evaluation of oneself, the RSCCD Board of Trustees implemented an annual review process of its internal board operation and performance goals. The Board invites community representatives, faculty/staff and students who interact with them on a regular basis to offer feedback. Last month, an online survey was made available to individuals including (but not limited to) the associated student government officers, academic senates officers, the chancellor, vice chancellors, assistant vice chancellors, the college presidents, college vice presidents, representatives of the District's employee unions, college accreditation representatives and community members who serve on the District bond oversight committees or foundations.

After reviewing the external feedback, Board members assess their own activities using the same survey instrument; that data is included in this report, along with five years' prior data for comparison. A board member vacated her seat in May 2020 and the board elected not to appoint an interim as the seat was up for the November election. Therefore, the remaining six active members participated in this year's process and the results of their feedback is as follows:

- Overall, Board members-respondents were in agreement on all areas of board operations—respondents exclusively assigned ratings of “strongly agree” or “agree” to all 44 categories assessed.
- All members noted the major strengths of the Board to be the collegial relationship among each other which allows for:
 - Respect for each other and their viewpoints, opinions, and comments to accomplish broader issues,
 - Positive and professional relationship with the Chancellor and staff,
 - Commitment to diversity among its faculty and staff,
 - Ability to focus on California community college system issues,
 - Listen and consider the opinions of the community, and
 - Asserting policies and oversight role on various district issues, but deferring operating management to the Chancellor and staff.

- Board members identified major accomplishments:
 - Navigating the impacts of COVID-19 to ensure class instruction continues and the safety of faculty, staff and students,
 - Working with the Chancellor to ensure District’s operations in accordance with additional laws and policies, and
 - Balancing the budget and stabilizing good relationship with collective bargaining units.

- Board members would like to address the following issues in the upcoming year:
 - More professional development on board’s roles and responsibilities, accreditation, as well as other issues that district leadership deem appropriate,
 - Obtain more detailed data and background information from staff prior to meetings to assist in their decision making, and
 - Seeking additional input from staff and community prior to creating policies while abiding by the provisions within the Brown Act.

- Five board members-respondents stated that the questionnaire is “very useful” or “somewhat useful” to their self-evaluation process, but one found it “not very useful”.

Detailed responses, as well as comparisons with responses from the prior six years’ surveys, and respondents’ comments, follow. Because the number of respondents is small and the number of respondents is different each year, there is greater variation in percentage points. It is recommended that comparisons be used cautiously.

Detail of Findings

RSCCD Board of Trustees Self-Evaluation Results, 2020

| | Strongly Agree | Agree | Disagree | Strongly Disagree | Don't Know/Not Applicable |
|---|----------------|-------|----------|-------------------|---------------------------|
| Board Organization and Operation | | | | | |
| Board meetings are conducted in a manner in which the purposes are achieved effectively and efficiently. | 3 | 3 | 0 | 0 | 0 |
| Board members respect each others' opinions. | 4 | 2 | 0 | 0 | 0 |
| The board conducts its meetings in compliance with state laws, including The Brown Act. | 4 | 2 | 0 | 0 | 0 |
| Board members understand that they have no legal authority beyond board meetings. | 0 | 6 | 0 | 0 | 0 |
| Board members regularly seek the opinion of the student trustee. | 2 | 4 | 0 | 0 | 0 |
| Policy Role | | | | | |
| Board meetings focus on policy issues that relate to board responsibilities. | 2 | 4 | 0 | 0 | 0 |
| The board focuses on policy in board discussion, not administrative matters. | 1 | 5 | 0 | 0 | 0 |
| The board is knowledgeable about the mission and purpose of the institution. | 4 | 2 | 0 | 0 | 0 |
| The board clearly delegates the administration of the colleges to the chancellor. | 3 | 3 | 0 | 0 | 0 |
| The board ensures compliance with federal and state laws and measures for emergency response. | 4 | 2 | 0 | 0 | 0 |
| Strategic Planning | | | | | |
| The board understands the budget process. | 1 | 5 | 0 | 0 | 0 |
| The board gives adequate attention to the mission, goals, and future planning of the district. | 2 | 4 | 0 | 0 | 0 |
| The board regularly develops and reviews goals for continuous improvement. | 0 | 6 | 0 | 0 | 0 |
| The board has adopted a planning and evaluation process which assures that the educational needs of students and the community are effectively and efficiently met. | 2 | 4 | 0 | 0 | 0 |
| The board understands the colleges' educational programs and services. | 3 | 3 | 0 | 0 | 0 |
| The board is appropriately involved in defining the vision and goals of the district. | 2 | 4 | 0 | 0 | 0 |
| The board understands the financial audit and accepts responsibility for implementation of its recommendations. | 3 | 3 | 0 | 0 | 0 |
| The board understands the fiscal condition of the organization and provides fiscal oversight to assure the financial stability of the district. | 2 | 4 | 0 | 0 | 0 |
| The board understands the accreditation process and accepts responsibility for implementation of its recommendations. | 3 | 3 | 0 | 0 | 0 |

RSCCD Board of Trustees Self-Evaluation Results, 2020 (cont.)

| | Strongly Agree | Agree | Disagree | Strongly Disagree | Don't Know/Not Applicable |
|--|----------------|-------|----------|-------------------|---------------------------|
| Board Relations with the Chancellor, Presidents, Faculty, and Staff | | | | | |
| The board reaches decisions on the basis of the study of available background data and consideration of the recommendation of the chancellor. | 4 | 2 | 0 | 0 | 0 |
| The board keeps the chancellor informed of community contacts. | 3 | 3 | 0 | 0 | 0 |
| The board follows a procedure for annual evaluations of the chancellor. | 2 | 4 | 0 | 0 | 0 |
| The board understands the difference between its policy and oversight roles and the roles of the chancellor and staff. | 2 | 4 | 0 | 0 | 0 |
| The board and chancellor have a positive, cooperative relationship. | 4 | 2 | 0 | 0 | 0 |
| The board understands its role and that of the chancellor, presidents, faculty, and staff. | 3 | 3 | 0 | 0 | 0 |
| The board sustains a strong board/chancellor partnership and provides ongoing support for the chancellor to foster a strong partnership. | 4 | 2 | 0 | 0 | 0 |
| The board completes the chancellor evaluation process and uses the results to strengthen the chancellor's performance and relationships. | 0 | 6 | 0 | 0 | 0 |
| The board follows communication procedures with staff. | 2 | 4 | 0 | 0 | 0 |
| Trustees work directly with community leaders and elected officials (local, state, national) to address issues/legislation that affect the college district. | 3 | 3 | 0 | 0 | 0 |
| Community Relations/Advocacy | | | | | |
| Board members are knowledgeable about community college and state-related issues. | 3 | 3 | 0 | 0 | 0 |
| The board acts as an advocate for community colleges. | 4 | 2 | 0 | 0 | 0 |
| Board members participate actively in community activities. | 2 | 4 | 0 | 0 | 0 |
| Board agendas include legislative and state policy issues that will impact the district. | 4 | 2 | 0 | 0 | 0 |
| Board members act on behalf of the entire community. | 3 | 3 | 0 | 0 | 0 |
| The board recognizes and celebrates positive accomplishments of the district and colleges. | 3 | 3 | 0 | 0 | 0 |
| The board works to build a positive image of the district in the community. | 4 | 2 | 0 | 0 | 0 |
| Board members adhere to policies for dealing with college, community citizens, and the media. | 2 | 4 | 0 | 0 | 0 |
| The community and district employees are aware of who the elected trustees are and their role in district governance. | 2 | 4 | 0 | 0 | 0 |
| Board Leadership, Ethics, and Standards of Conduct | | | | | |
| The board understands collective bargaining and its role in the process. | 3 | 3 | 0 | 0 | 0 |
| The board practices appropriate collegial consultation (participatory governance). | 2 | 4 | 0 | 0 | 0 |
| The board maintains confidentiality of privileged information. | 2 | 4 | 0 | 0 | 0 |
| The board makes decisions in the best interest of students, the colleges, and the entire district. | 4 | 2 | 0 | 0 | 0 |
| The board operates ethically without conflict of interest following established board policies. | 4 | 2 | 0 | 0 | 0 |
| Board members participate in trustee development activities. | 3 | 3 | 0 | 0 | 0 |

RSCCD Board of Trustees Self-Evaluation Results, 2016-2020

| | Mean Rating* | | | | |
|---|----------------|----------------|----------------|----------------|----------------|
| | 2020 Survey | 2019 Survey | 2018 Survey | 2017 Survey | 2016 Survey |
| | n=6 | n=7 | n=8 | n=7 | n=7 |
| Board Organization and Operations | | | | | |
| Board meetings are conducted in a manner in which the purposes are achieved effectively and efficiently. | 3.50 | 3.71 | 3.38 | 3.09 | 2.15 |
| Board members respect each others' opinions. | 3.67 | 3.33 | 3.75 | 3.27 | 2.19 |
| The board conducts its meetings in compliance with state laws, including The Brown Act. | 3.67 | 3.71 | 3.50 | 3.27 | 2.04 |
| Board members understand that they have no legal authority beyond board meetings. | 3.60 | 3.00 | 3.13 | 3.05 | 2.33 |
| Board members regularly seek the opinion of the student trustee. | 3.33 | 3.14 | 3.25 | 2.95 | 2.00 |
| Policy Role | | | | | |
| Board meetings focus on policy issues that relate to board responsibilities. | 3.33 | 3.57 | 3.13 | 3.05 | 2.24 |
| The board focuses on policy in board discussion, not administrative matters. | 3.17 | 3.29 | 2.88 | 2.76 | 2.62 |
| The board is knowledgeable about the mission and purpose of the institution. | 3.67 | 3.57 | 3.63 | 3.18 | 2.23 |
| The board clearly delegates the administration of the colleges to the chancellor. | 3.50 | 3.43 | 3.13 | 3.00 | 2.37 |
| The board ensures compliance with federal and state laws and measures for emergency response. | 3.67 | 3.43 | 3.50 | 3.29 | 2.04 |
| Strategic Planning | | | | | |
| The board understands the budget process. | 3.17 | 3.14 | 3.00 | 3.05 | 2.28 |
| The board gives adequate attention to the mission, goals, and future planning of the district. | 3.33 | 3.33 | 3.13 | 2.88 | 2.26 |
| The board regularly develops and reviews goals for continuous improvement. | 3.00 | 2.57 | 2.75 | 2.84 | 2.21 |
| The board has adopted a planning and evaluation process which assures that the educational needs of students and the community are effectively and efficiently met. | 3.33 | 2.86 | 3.00 | 2.95 | 2.28 |
| The board understands the colleges' educational programs and services. | 3.50 | 3.33 | 3.00 | 2.74 | 2.33 |
| The board is appropriately involved in defining the vision and goals of the district. | 3.33 | 3.14 | 2.25 | 2.95 | 2.22 |
| The board understands the financial audit and accepts responsibility for implementation of its recommendations. | 3.50 | 3.14 | 3.00 | 3.05 | 2.12 |
| The board understands the fiscal condition of the organization and provides fiscal oversight to assure the financial stability of the district. | 3.33 | 3.43 | 3.13 | 3.10 | 2.37 |
| The board understands the accreditation process and accepts responsibility for implementation of its recommendations. | 3.50 | 3.29 | 3.00 | 3.00 | 2.22 |

*On a scale, 4 being "strongly agree" and 1 being "strongly disagree"

RSCCD Board of Trustees Self-Evaluation Results, 2016-2020 (cont.)

| | Mean Rating* | | | | |
|--|----------------|----------------|----------------|----------------|----------------|
| | 2020 Survey | 2019 Survey | 2018 Survey | 2017 Survey | 2016 Survey |
| | n=6 | n=7 | n=8 | n=7 | n=7 |
| Board Relations with the Chancellor, Presidents, and Staff | | | | | |
| The board reaches decisions on the basis of the study of available background data and consideration of the recommendation of the chancellor. | 3.67 | 3.29 | 3.25 | 2.95 | 2.41 |
| The board keeps the chancellor informed of community contacts. | 3.50 | 3.14 | 2.75 | 3.20 | 2.18 |
| The board follows a procedure for annual evaluations of the chancellor. | 3.33 | 3.43 | 3.25 | 3.35 | 2.00 |
| The board understands the difference between its policy and oversight roles and the roles of the chancellor and staff. | 3.33 | 3.14 | 3.13 | 2.75 | 2.54 |
| The board and chancellor have a positive, cooperative relationship. | 3.67 | 3.43 | 3.13 | 3.04 | 2.19 |
| The board understands its role and that of the chancellor, presidents, faculty, and staff. | 3.50 | 3.00 | 3.25 | 2.72 | 2.36 |
| The board sustains a strong board/chancellor partnership and provides ongoing support for the chancellor to foster a strong partnership. | 3.67 | 3.57 | 3.00 | 3.00 | 2.29 |
| The board completes the chancellor evaluation process and uses the results to strengthen the chancellor's performance and relationships. | 3.00 | 3.43 | 2.75 | 3.11 | 2.36 |
| The board follows communication procedures with staff. | 3.33 | 2.86 | 3.00 | 2.94 | 2.37 |
| Trustees work directly with community leaders and elected officials (local, state, national) to address issues/legislation that affect the college district. | 3.50 | 3.29 | 3.00 | 3.26 | 1.94 |
| Community Relations/Advocacy | | | | | |
| Board members are knowledgeable about community college and state-related issues. | 3.50 | 3.57 | 3.25 | 3.09 | 2.08 |
| The board acts as an advocate for community colleges. | 3.67 | 3.57 | 3.63 | 3.36 | 2.04 |
| Board members participate actively in community activities. | 3.33 | 3.43 | 3.63 | 3.14 | 1.86 |
| Board agendas include legislative and state policy issues that will impact the district. | 3.67 | 3.29 | 3.00 | 3.26 | 1.96 |
| Board members act on behalf of the entire community. | 3.50 | 3.29 | 3.25 | 2.71 | 2.38 |
| The board recognizes and celebrates positive accomplishments of the district and colleges. | 3.50 | 3.57 | 2.50 | 3.40 | 1.89 |
| The board works to build a positive image of the district in the community. | 3.67 | 3.43 | 3.25 | 3.00 | 2.15 |
| Board members adhere to policies for dealing with college, community citizens, and the media. | 3.33 | 3.14 | 3.13 | 2.95 | 2.14 |
| The community and district employees are aware of who the elected trustees are and their role in district governance. | 3.33 | 3.00 | 3.00 | 2.91 | 2.36 |
| Board Leadership, Ethics, and Standards of Conduct | | | | | |
| The board understands collective bargaining and its role in the process. | 3.50 | 3.43 | 3.13 | 2.90 | 2.29 |
| The board practices appropriate collegial consultation (participatory governance). | 3.33 | 3.57 | 3.25 | 3.00 | 2.20 |
| The board maintains confidentiality of privileged information. | 3.33 | 3.00 | 3.13 | 3.05 | 2.32 |
| The board makes decisions in the best interest of students, the colleges, and the entire district. | 3.67 | 3.43 | 3.5 | 2.68 | 2.56 |
| The board operates ethically without conflict of interest following established board policies. | 3.67 | 3.71 | 3.25 | 2.95 | 2.50 |
| Board members participate in trustee development activities. | 3.50 | 3.29 | 3.13 | 3.33 | 2.07 |

*On a scale, 4 being "strongly agree" and 1 being "strongly disagree"

6.9 (7)

2020 Respondents' Comments

Board's greatest strengths:

- 1) Ability to work with each other during Board meetings, 2) respectful of colleagues, chancellor, cabinet, and others who participate at board meetings, 3) that board president is delegated representative of board as a whole, 4) provides allowance for full spectrum of public comments, 5) strong attention to CA [community college] system issues, CA legislative issues that impact RSCCD, 6) close, positive, professional relationship with chancellor & ability for carrying out his responsibilities.
- 1) Respect for other board member's comments and opinions, 2) Board focuses on policy and oversight and reviews goals for continuous improvement, 3) Not afraid to question staff in a respectful manner to ensure accuracy and compliance with mission and goals, 4) Diversity of the Board itself and commitment to diversity of faculty, staff and administration, 5) Having an excellent relationship with the Chancellor, 6) Strong advocates for the District with federal, state and local officeholders and agencies, 7) Commitment to student success and strong ties to the community, 8) Ensuring safety for students, faculty, staff and community when on campus and the District office, 9) Operates ethically without conflict of interest following established Board policies, 10) More active than most District Boards given the number of Board meetings and regular and ad-hoc committee meetings.
- Good relationship with the community, good relationship with Chancellor and administration.
- Collegial attitude and willingness to respect each other's opinions and voices. The incoming members will benefit from the strength that has been built in that respect and, hopefully, is brought into that circle quickly so that this relationship continues.
- Cooperation
- Respect for other board members and their opinions

Major accomplishments of the Board in the past year:

- 1) Finalization of multi-year agreement with City of Santa Ana on CEC at Centennial Park. 2) Confronting pandemic Covid-19 and addressing impact to all within district. 3) Recognition of importance of DEI for district change-making and institutional improvement.
- Working successfully with a new Chancellor to ensure the District operates in accordance with laws and policies and that the Chancellor would be successful in accomplishing his goals. 2) Working with Chancellor and staff to keep the colleges operating safely during COVID and providing the direction to reopen the campuses in a safe and limited manner to meet the needs of students. 3) Balanced the District budget despite COVID and structural barriers. 4) Ensuring campus security well-trained and sensitive to diversity. 5) Continued stable collective bargaining relationships.
- Navigating the COVID-19 pandemic and addressing its impact on our students, faculty and staff while continuing to pursue deliverance of a quality education.
- Navigating the effects of the pandemic on our District, students, and staff.
- Hiring a chancellor
- Claudia's leadership in the [Covid-19] Virus Pandemic and the riots.

Areas in which the Board could improve:

- 1) Receiving and having by board members of useful data, information prior to board meetings - explaining all aspects of such info. 2) Additional professional development retreats, full presentations for effective board governance. 3) Allowance for more expansive communications among board members - recognizing constraints of Brown Act. 4) Reviewing and updating agenda background information provided to trustees prior to meetings.
- 1) Providing the community more information and seeking more community input on facilities that would be included on any bond or capital construction program. 2) Solicit more input from faculty and staff during policy considerations. 3) Ensure more training for trustees on accreditation standards and other subject areas that the Chancellor and General Counsel feel appropriate.
- Continuing Board Members will need to be reminded of their role relative to the campuses. Not over step and cause issues to arise in terms of confidentiality and undermining the role of the chancellor. One Board Member in particular needs constant reminding that being on campus and speaking directly with staff can be counter to stated policy and future decisions by the Board. It is a very bright line and possibly requires additional training that could be undertaken in concert with the training of incoming members.
- Micro managing

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC

December 14, 2020

MANAGEMENT

Interim Assignment

Alonzo, Joseph A.
Interim Dean, Instruction & Student
Student Services
Continuing Education Division/CEC
Santa Ana College

Effective: November 2, 2020 – June 30, 2021
Salary Placement: B-1 \$140,862.79/Year

Jordan, Loretta
Interim Dean, Enrollment & Support
Services Division
Santiago Canyon College

Effective: November 11, 2020 – June 30, 2021
Salary Placement: B-5 \$171,219.60/Year

Pacheco, Manuel
Lieutenant, District Safety & Security
Business Operations & Fiscal Services
District

Effective: November 5, 2020 – December 14, 2020
Salary Placement: H-7 + 5% \$129,525.35/Year
Reason: Additional Duties

Santoyo, Sarah R.
Assistant Vice Chancellor
Educational Services
District

Effective: October 1, 2020 – June 30, 2021
Salary Placement: A-3 \$165,915.13/Year
Stipend Amount: \$8,295.76/Year (Prorated)
Reason: Additional Duties (DMC)

Extension of Interim Assignment

Lucarelli, Phyllis A.
Interim Executive Assistant to
the Board of Trustees
District

Effective: January 1, 2021 – March 31, 2021
Hourly Rate: K-1 \$37.49/Hour

Adjusted Salary Placement

Dower, Kellori
Dean, Fine & Performing Arts Division
Santa Ana College

Effective: July 1, 2020
From: B-4 \$163,066.290/Year
To: B-6 \$179,780.58/Year

FACULTY

Changes of Classification

Carriger, Lisa
Assistant Professor, Nursing
Science, Mathematics & Health Sciences Division
Santa Ana College

Effective: August 17, 2020
From: Class VI-10 \$100,828.03/Year
To: VII-10 \$104,075.50/Year

Castellanos, Ralph
Assistant Professor, Communication Studies
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: August 17, 2020
From: Class II-10 \$88,373.73/Year
To: Class III-10 \$91,489.12/Year
From: II-5 \$73.32/Lecture Hour
To: III-5 \$76.99/Lecture Hour

Coyne, Claire
Professor, Geology
Science, Mathematics & Health Sciences Division
Santa Ana College

Effective: August 17, 2020
From: Class IV-16 \$112,091.19/Year
To: V-16 \$115,196.89/Year

Daneshmand, Angela
Assistant Professor, Earth Science
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 17, 2020
From: II-9 \$85,455.83/Year
To: III-9 \$88,579.71/Year
From: II-4 \$69.83/Lecture Hour
To: III-4 \$73.32/Lecture Hour

Engstrom, Vanessa
Associate Professor, Geography
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: August 17, 2020
From: V-16 \$115,196.89/Year
To: VI-16 \$118,315.92/Year

Evelt, Corinna
Professor, English
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: August 17, 2020
From: V-16 \$115,196.89/Year
To: VI-16 \$118,315.92/Year

Martin, Linda
Associate Professor, Library & Information Science
Institutional Effectiveness, Library & Learning
Support Services Division
Santiago Canyon College

Effective: August 17, 2020
From: Class V-16 \$115,196.89/Year
To: Class VI-16 \$118,315.92/Year

Martino, Danielle
Professor, Astronomy
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 17, 2020
From: Class V-16 \$115,196.89/Year
To: Class VI-16 \$118,315.92/Year

FACULTY (CONT'D)

Changes of Classification

McAdam, Jennifer
Assistant Professor, Chemistry
Science, Mathematics & Health Sciences Division
Santa Ana College

Effective: August 17, 2020
From: Class VI-12 \$106,656.52/Year
To: Class VII-12 \$109,904.00/Year

McCallick, Mark
Associate Professor, Accounting
Business Division
Santa Ana College

Effective: August 17, 2020
From: Class V-16 \$115,196.89/Year
To: Class VI-16 \$118,315.92/Year

Nguyen, Thu Thi
Professor/Counselor
Counseling Division
Santa Ana College

Effective: July 31, 2020
From: Class V-16 \$126,388.55/Year
To: Class VI-16 \$129,810.51/Year

Nyssen, Adam
Associate Professor, Kinesiology
Kinesiology, Health & Athletics Division
Santa Ana College

Effective: August 17, 2020
From: V-15 \$112,286.29/Year
To: VI-15 \$115,402.89/Year

Pastrana, Leo
Counselor/Associate Professor
Counseling Division
Santa Ana College

Effective: July 31, 2020
From: V-13 \$116,801.25/Year
To: VI-13 \$120,218.36/Year

Pecenkovic, Nidzara
Associate Professor, English
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: August 17, 2020
From: IV-15 \$109,175.73/Year
To: V-15 \$112,286.29/Year

Peraza, Daniel
Counselor/Assistant Professor
Counseling Division
Santa Ana College

Effective: July 31, 2020
From: IV-9 \$100,590.54/Year
To: V-9 \$104,014.92/Year

Rehm, David
Assistant Professor, Communication Studies
Fine & Performing Arts Division
Santa Ana College

Effective: August 17, 2020
From: II-10 \$88,373.73/Year
To: III-10 \$91,489.12/Year
From: II-5 \$73.32/Lecture Hour
To: III-5 \$76.99/Lecture Year

FACULTY (CONT'D)

Changes of Classification

Shirah, Melissa
Assistant Professor, Accounting
Business & Career Education Division
Santiago Canyon College

Effective: August 17, 2020
From: III-15 \$106,056.71/Year
To: IV-15 \$109,175.73/Year
From: III-5 \$76.99/Lecture Hour
To: IV-5 \$80.84/Lecture Hour

Trone, Jinhee
Professor, Accounting
Business Division
Santa Ana College

Effective: August 17, 2020
From: Class V-16 \$115,196.89/Year
To: Class VI-16 \$118,315.92/Year

Vasquez, Michelle
Associate Professor, Nursing (Obstetric/Pediatric)
Science, Mathematics & Health Sciences Division
Santa Ana College

Effective: August 17, 2020
From: Class VI-12 \$117,018.13/Year
To: Class VII-12 \$120,580.68/Year

Change of Assignment

Pastrana, Leo
Counselor/Coordinator, University
Transfer Center
Counseling Division
Santa Ana College

Effective: January 4, 2021
From: VI-13 \$120,218.36/Year

Additional Annual Contract Stipend for 2020/2021

Abbey, Troy
Professor, Kinesiology/Head Coach, Volleyball
Kinesiology, Health & Athletics Division
Santa Ana College

Effective: August 17, 2020 – June 5, 2021
Amount: \$875.00/Year
Reason: Head Coach, Volleyball

Beyond Contract/Overload Stipend

Aguilera, Leonor
Counseling
Counseling & Student Support Services Division
Santiago Canyon College

Effective: October 29, 2020
Amount: \$603.57
Reason: Matriculation
(Project #2380)

Babayan, Diana
American College English
Arts, Humanities & Social
Sciences Division
Santiago Canyon College

Effective: October 29, 2020
Amount: \$162.50
Reason: Matriculation
(Project #2380)

FACULTY (CONT'D)

Beyond Contract/Overload Stipend (cont'd)

| | |
|--|---|
| Baldizon-Rios, Nena Counseling Counseling & Student Support Services Division Santiago Canyon College | Effective: October 29, 2020 Amount: \$603.57 Reason: Matriculation (Project #2380) |
| Camarco, Lisa Kinesiology Mathematics & Sciences Division Santiago Canyon College | Effective: November 3, 2020 Amount: \$3,262.50 Reason: Matriculation (Project #2380) |
| Chaidez, Maria Counseling Counseling & Student Support Services Division Santiago Canyon College | Effective: October 29, 2020 Amount: \$603.57 Reason: Matriculation (Project #2380) |
| Crabil, Phillip Counseling Counseling & Student Support Services Division Santiago Canyon College | Effective: October 29, 2020 Amount: \$603.57 Reason: Matriculation (Project #2380) |
| Daneshmand, Angela Earth Science Mathematics & Sciences Division Santiago Canyon College | Effective: November 3, 2020 Amount: \$362.50 Reason: Matriculation (Project #2380) |
| El Said, Nahla Chemistry Mathematics & Sciences Division Santiago Canyon College | Effective: October 29, 2020 Amount: \$175.00 Reason: Matriculation (Project #2380) |
| Engstrom, Vanessa Geography Arts, Humanities & Social Sciences Division Santiago Canyon College | Effective: October 29, 2020 Amount: \$275.00 Reason: Matriculation (Project #2380) |
| Escobar, Dora Counseling Counseling & Student Support Services Division Santiago Canyon College | Effective: October 29, 2020 Amount: \$603.57 Reason: Matriculation (Project #2380) |

FACULTY (CONT'D)

Beyond Contract/Overload Stipend (cont'd)

| | |
|--|--|
| Fajardo, Lourdes Spanish Arts, Humanities & Social Sciences Division Santiago Canyon College | Effective: October 29, 2020 Amount: \$362.50 Reason: Matriculation (Project #2380) |
| Foley, Denise Biology Mathematics & Sciences Division Santiago Canyon College | Effective: November 3, 2020 Amount: \$937.50 Reason: Matriculation (Project #2380) |
| Gates, Alana Real Estate Business & Career Education Division Santiago Canyon College | Effective: August 24, 2020 Amount: \$525.00 Reason: Matriculation (Project #2380) |
| Graham, Song Nguyet Counseling Counseling & Student Support Services Division Santiago Canyon College | Effective: October 29, 2020 Amount: \$603.57 Reason: Matriculation (Project #2380) |
| Hedenberg, Lacy Counseling Counseling & Student Support Services Division Santiago Canyon College | Effective: October 29, 2020 Amount: \$603.57 Reason: Matriculation (Project #2380) |
| Kubicka-Miller, Jared Communication Arts, Humanities & Social Sciences Division Santiago Canyon College | Effective: October 29, 2020 Amount: \$375.00 Reason: Matriculation (Project #2380) |
| Lennertz, William English Arts, Humanities & Social Sciences Division Santiago Canyon College | Effective: October 29, 2020 Amount: \$450.00 Reason: Matriculation (Project #2380) |
| Maertzweiler Laney, Marianne Child Development Business & Career Education Division Santiago Canyon College | Effective: August 24, 2020 Amount: \$1,062.50 Reason: Matriculation (Project #2380) |

FACULTY (CONT'D)

Beyond Contract/Overload Stipend (cont'd)

| | |
|---|---|
| Malone, Charlie American Sign Language Arts, Humanities & Social Sciences Division Santiago Canyon College | Effective: October 29, 2020 Amount: \$787.50 Reason: Matriculation (Project #2380) |
| McLean, Stephen Water Utility Science Business & Career Education Division Santiago Canyon College | Effective: August 24, 2020 Amount: \$1,537.50 Reason: Matriculation (Project #2380) |
| Miller, Robert Art Arts, Humanities & Social Sciences Division Santiago Canyon College | Effective: October 29, 2020 Amount: \$1,362.50 Reason: Matriculation (Project #2380) |
| Perry, Janis Counseling Counseling & Student Support Services Division Santiago Canyon College | Effective: October 29, 2020 Amount: \$1,150.00 Reason: Matriculation (Project #2380) |
| Pimentel, Marcelo Philosophy Arts, Humanities & Social Sciences Division Santiago Canyon College | Effective: October 29, 2020 Amount: \$112.50 Reason: Matriculation (Project #2380) |
| Sakamoto, Scott Mathematics Mathematics & Sciences Division Santiago Canyon College | Effective: October 29, 2020 Amount: \$175.00 Reason: Matriculation (Project #2380) |
| Shields, Jolene Adult Basic Education/High School Subjects Continuing Education Division (OEC) Santiago Canyon College | Effective: November 9, 2020 Amount: \$2,100.00 Reason: Matriculation (Project #2380) |
| Siddiqui, Shereen Women's Studies Arts, Humanities & Social Sciences Division Santiago Canyon College | Effective: October 29, 2020 Amount: \$1,887.50 Reason: Matriculation (Project #2380) |

FACULTY (CONT'D)

Beyond Contract/Overload Stipend (cont'd)

Valdos, Yanina
Anthropology
Arts, Humanities & Social
Sciences Division
Santiago Canyon College

Effective: October 29, 2020
Amount: \$837.50
Reason: Matriculation
(Project #2380)

Van Dyke Kao, Rita
English as a Second Language
Continuing Education Division (OEC)
Santiago Canyon College

Effective: November 9, 2020
Amount: \$425.00
Reason: Matriculation
(Project #2380)

Wada, Jeffrey
Chemistry
Mathematics & Sciences Division
Santiago Canyon College

Effective: October 29, 2020
Amount: \$175.00
Reason: Matriculation
(Project #2380)

Woodhead, Ian
Kinesiology
Mathematics & Sciences Division
Santiago Canyon College

Effective: November 3, 2020
Amount: \$2,450.00
Reason: Matriculation
(Project #2380)

Leave of Absence

Gillette, Heather
Professor, Dance
Fine & Performing Arts Division
Santa Ana College

Effective: August 17, 2020 – December 12, 2020
Reason: Partial Banked Leave – Withdraw 4.0 LHE

Lim, Emmie
Instructor, ESL
Continuing Education Division (CEC)
Santa Ana College

Effective: October 12, 2020 – October 27, 2020
Reason: Emergency Paid Sick Leave (EPSL)

Serrano, Helen
Instructor, ESL
Continuing Education Division (CEC)
Santa Ana College

Effective: March 26, 2020 – April 4, 2020
Reason: Emergency Paid Sick Leave (EPSL)

Solheid, Christa
Professor, Mathematics
Science, Mathematics & Health
Sciences Division
Santa Ana College

Effective: February 1, 2021 – June 5, 2021
Reason: Partial Banking Leave – 4.0 LHE/Semester

FACULTY (CONT'D)

Leave of Absence (cont'd)

Sosta, Rachel
Professor, English
Humanities & Social Sciences Division
Santa Ana College

Effective: November 17, 2020 – December 11, 2020
Reason: Maternity/Pregnancy Disability Leave

Adjusted Leave of Absence

Buechler, Michael
Associate Professor, Manufacturing Technology
Human Services & Technology Division
Santa Ana College

Effective: August 17, 2020 – December 12, 2020
From: Partial Banking Leave – 1.5 LHE
To: Partial Banking Leave – 2.7 LHE

Diamond, Zachary
Associate Professor, Welding
Human Services & Technology Division
Santa Ana College

Effective: October 26, 2020 – November 2, 2020
Reason: Family Leave

Diamond, Zachary
Associate Professor, Welding
Human Services & Technology Division
Santa Ana College

From: October 26, 2020 – December 13, 2020
To: November 3, 2020 – December 13, 2020
Reason: Parental Leave

Part-time Hourly New Hires/Rehires

Baldonado, Socorro R.
Instructor, Water Utility Science
Business & Career Education Division
Santiago Canyon College

Effective: January 4, 2021
Hourly Lecture/Lab Rates: IV-3 \$73.32/\$66.00

Belthius, Darrell P.
Instructor, Criminal Justice/Crisis Intervention
Human Services & Technology Division
Santa Ana College

Effective: December 14, 2020
Hourly Lecture/Lab Rates: II-3 \$66.52/\$59.86

Boyd, Michael D.
Instructor, Fire Technology/Ladders
Human Services & Technology Division
Santa Ana College

Effective: November 23, 2020
Hourly Lecture/Lab Rates: I-4 \$66.52/\$59.86

Ceballos, Cynthia L.
Instructor, Interdisciplinary Basic Skills
High School Subjects/ABE/GED
Continuing Education Division (CEC)
Santa Ana College

Effective: January 8, 2021
Hourly Lecture Rate: II-3 \$53.19

FACULTY (CONT'D)

Part-time Hourly New Hires/Rehires (cont'd)

Garrard, Vera K. Effective: December 14, 2020
Instructor, Criminal Justice/Crisis Intervention Hourly Lecture/Lab Rates: II-3 \$66.52/\$59.86
Human Services & Technology Division
Santa Ana College

Grover, Michael G. Effective: February 1, 2021
Instructor, Culinary Arts Hourly Lecture/Lab Rates: I-3 \$63.34/\$57.01
Dual Enrollment/Orange County School
of the Arts, Santa Ana
Human Services & Technology Division
Santa Ana College

Hanley, Robert B. Effective: December 14, 2020
Instructor, Criminal Justice/Crisis Intervention Hourly Lecture/Lab Rates: IV-3 \$73.32/\$66.00
Human Services & Technology Division
Santa Ana College

La Velle, Ronald T. Effective: December 14, 2020
Instructor, Criminal Justice/Crisis Intervention Hourly Lecture/Lab Rates: I-3 \$63.34/\$57.01
Human Services & Technology Division
Santa Ana College

LoParo, Robert S. Effective: February 1, 2021
Instructor, American Sign Language Hourly Lecture/Lab Rates: I-3 \$63.34/\$57.01
Humanities & Social Sciences Division
Santa Ana College

Linthicum, Steven W. Effective: January 4, 2021
Instructor, Computer Information Systems Hourly Lecture/Lab Rates: IV-3 \$73.32/\$66.00
Business Division
Santa Ana College

Lowry, Christopher W. Effective: November 23, 2020
Instructor, Fire Technology/Rope Rescue Hourly Lecture/Lab Rates: I-3 \$63.34/\$57.01
Operational and Rescue Systems
Human Services & Technology Division
Santa Ana College

Macias, Anthony A. Effective: February 1, 2021
Instructor, Earth Sciences/Geology Hourly Lecture/Lab Rates: II-3 \$66.52/\$59.86
Science, Math & Health Sciences Division
Santa Ana College

FACULTY (CONT'D)

Part-time Hourly New Hires/Rehires (cont'd)

Miller, Tracie R. Effective: February 1, 2021
Instructor, American Sign Language Hourly Lecture Rate: I-3 \$63.34
Humanities & Social Sciences Division
Santa Ana College

Pankratz, Kristen M. Effective: December 14, 2020
Instructor, Criminal Justice/Crisis Intervention Hourly Lecture/Lab Rates: II-3 \$66.52/\$59.86
Human Services & Technology Division
Santa Ana College

Ruiz, Karen A. Effective: February 1, 2021
Instructor, American Sign Language Hourly Lecture Rate: I-3 \$63.34
Humanities & Social Sciences Division
Santa Ana College

Vaught, John M. Effective: November 2, 2020
Instructor, Engineering and Drafting Hourly Lecture/Lab Rates: I-3 \$63.34/\$57.01
Business Division
Santa Ana College

Walsh, Martin A. Effective: February 8, 2021
Instructor, Fire Technology Hourly Lecture Rate: I-3 \$63.34
Human Services & Technology Division
Santa Ana College

Wheatley, Debra L. Effective: December 14, 2020
Instructor, Criminal Justice/Crisis Intervention Hourly Lecture/Lab Rates: I-3 \$63.34/\$57.01
Human Services & Technology Division
Santa Ana College

Non-paid Instructors of Record

Acosta, Marc C. Effective: December 15, 2020
Instructor, Apprenticeship/Carpentry (equivalency)
Instructor Service Agreement/Southwest Carpenters
Training Fund
Business & Career Education Division
Santiago Canyon College

FACULTY (CONT'D)

Non-paid Instructors of Record (cont'd)

Cabral, James E. Effective: December 15, 2020
Instructor, Apprenticeship/Carpentry (equivalency)
Instructor Service Agreement/Southwest Carpenters
Training Fund
Business & Career Education Division
Santiago Canyon College

Garcia, Orlando Effective: November 9, 2020
Instructor, Apprenticeship/Carpentry (equivalency)
Instructor Service Agreement/Southwest Carpenters
Training Fund
Business & Career Education Division
Santiago Canyon College

Espinoza, Chris A. Effective: November 9, 2020
Instructor, Apprenticeship/Carpentry
Instructor Service Agreement/Southwest Carpenters
Training Fund
Business & Career Education Division
Santiago Canyon College

Marquez, Roberto C. Effective: November 9, 2020
Instructor, Apprenticeship/Carpentry (equivalency)
Instructor Service Agreement/Southwest Carpenters
Training Fund
Business & Career Education Division
Santiago Canyon College

Martinez, Alexander Effective: November 9, 2020
Instructor, Apprenticeship/Carpentry (equivalency)
Instructor Service Agreement/Southwest Carpenters
Training Fund
Business & Career Education Division
Santiago Canyon College

Martinez, Robert J. Effective: November 9, 2020
Instructor, Apprenticeship/Carpentry (equivalency)
Instructor Service Agreement/Southwest Carpenters
Training Fund
Business & Career Education Division
Santiago Canyon College

FACULTY (CONT'D)

Non-paid Instructors of Record (cont'd)

Mattern, Scott E.
Instructor, Apprenticeship/Carpentry (equivalency)
Instructor Service Agreement/Southwest Carpenters
Training Fund
Business & Career Education Division
Santiago Canyon College

Effective: December 21, 2020

Non-Paid Intern Service

Camarena, Itzel
Human Services Intern
Student Affairs Division
Student Services
Santa Ana College

Effective: January 24, 2021 – May 27, 2021
College Affiliation: CSU, Fullerton
Major: Human Services

Garcia Martinez, Jazmin
Human Services Intern
Student Affairs Division
Student Services
Santa Ana College

Effective: January 4, 2021 – May 21, 2021
College Affiliation: CSU, Fullerton
Major: Human Services

Gonzalez, Maritsa
Human Services Intern
Student Affairs Division
Student Services
Santa Ana College

Effective: January 23, 2021 – May 14, 2021
College Affiliation: CSU, Fullerton
Major: Human Services

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET

CLASSIFIED

DECEMBER 14, 2020

CLASSIFIED

Out of Class Assignment

| | |
|---|---|
| Alcantar, Ashley Financial Aid Analyst/ Financial Aid/ SAC | Effective: 11/09/20 – 01/10/21 Grade 11, Step 3 + 2PG (1000) \$57,664.36 |
| Avalos, Jessica Administrative Secretary/ Science & Math/ SAC | Effective: 11/16/20 – 05/31/21 Grade 12, Step 6 \$69,119.89 |
| Cardenas, Susana Student Services Coord./ Human Services & Tech./ SAC | Effective: 11/23/20 – 06/30/21 Grade 15, Step 2 + 1PG (500) \$67,042.89 |
| Cristobal, Daniel Administrative Secretary/ EOPS/ SAC | Effective: 12/10/20 – 06/30/21 Grade 12, Step 1 \$54,102.19 |
| Donahoe, Chandra Facilities Coordinator/ Admin. Services/ SAC | Effective: 11/09/20 – 06/30/21 Grade 11, Step 6 + 7.5%L \$70,578.32 |
| Duenas, Jonnathan Administrative Secretary/ Student Services/ SAC | Effective: 12/07/20 – 06/30/21 Grade 12, Step 2 + 2PG (1000) \$57,856.91 |
| Gonzalez, Miguel Resource Dev. Coord./ Ed. Services/ District | Effective: 11/19/20 – 06/30/21 Grade 16, Step 1 \$67,253.77 |
| Nguyen, Hung H. Registrar/ Enrollment/ SAC | Effective: 11/09/20 – 06/30/21 Grade G, Step 1 \$97,593.65 <i>Supervisory</i> |
| Paz, Blythe Executive Secretary/ Student Services/ SAC | Effective: 12/07/20 – 06/30/21 Grade 14, Step 5 \$73,015.00 |
| Perez, Celia Administrative Secretary/ Student Dev./ SAC | Effective: 12/01/20 – 06/30/21 Grade 12, Step 6 + 2.5%Bil \$70,847.89 |

Out of Class Assignment cont'd

Rubio Lopez, Miguel
Lead Maintenance Worker/ Admin.
Services/ SAC

Effective: 11/02/20 – 11/06/20
Grade 14, Step 4 \$69,490.13
Extend Assignment

Sturuss, Rick
Dir, Information Systems/ Human
Resources/ District

Effective: 01/01/21 – 06/30/21
Grade D, Step 2 \$127,619.54
Supervisory

Tuon, Sophanareth
Custodial Supervisor/ Admin. Services/
SAC

Effective: 10/31/20 – 11/06/20
Grade O, Step 3 \$71,833.16
Supervisory-Extension

Change in Salary Placement

Aguilar, Gina
Sr. District Safety Officer/ District

Effective: October 5, 2020
Grade 13, Step 6 + 7.5%GY \$78,188.62
Change shift from Day to Graveyard

Aguilar, Gina
Sr. District Safety Officer/ District

Effective: December 4, 2020
Grade 13, Step 6 \$72,733.60
Change in shift from Graveyard to Day

Grayson, Anthony
Sr. District Safety Officer/ District

Effective: May 27, 2020
Grade 13, Step 6 + 5%SW \$76,370.28
Change shift from Graveyard to Swing

Grayson, Anthony
Sr. District Safety Officer/ District

Effective: December 6, 2020
Grade 13, Step 6 + 7.5%GY \$78,188.62
Change if shift from Swing to Graveyard

Herndon, Timothy
Sr. District Safety Officer/ District

Effective: October 4, 2020
Grade 13, Step 6 \$72,733.60
Change shift from Graveyard to Day

Tingirides, Tiffany
Sr. District Safety Officer/ District

Effective: May 24, 2020
Grade 13, Step 4 + 5%SW \$69,248.01
Change shift from Graveyard to Swing

Professional Growth Increments

| | |
|---|--|
| Nguyen, Tyler Research Analyst/ Research/ Ed. Services | Effective: January 1, 2021 Grade 17, Step 6 + 1PG (500) \$91,509.56 |
|---|--|

Return to Regular Assignment

| | |
|--|---|
| Perez, Celia Sr. Account Clerk From: Criminal Justice To: Fiscal Services/ District | Effective: December 1, 2020 Grade 10, Step 6 \$62,825.48 |
|--|---|

Leave of Absence

| | |
|---|--|
| Guillen, Jabin Custodian/ Admin. Services/ SAC | Effective: 10/27/20 – 11/09/20 Reason: EPSL |
|---|--|

| | |
|--|---|
| Huynh, Van Admissions & Records Spec. II/ SAC | Effective: 12/28/20 – 02/25/21 Reason: Maternity Leave |
|--|---|

| | |
|--|--|
| Lopez, Nanci Business Services Coord./ Ed. Services | Effective: 7/21/20 – 7/30/20 Reason: EPSL |
|--|--|

| | |
|---|--|
| Martinez, John Sr. Custodian Utility Worker/ Facilities/ District | Effective: 11/30/20 – 12/11/20 Reason: EPSL |
|---|--|

| | |
|---|---|
| Meade, Esther International Student Program Specialist/ Student Services/ SCC | Effective: 01/04/21 – 01/29/21 Reason: FMLA/Parental Leave |
|---|---|

CLASSIFIED HOURLY

New Appointments

| | |
|---|------------------------------|
| Arias Miller, Tina Trustee/ District | Effective: December 11, 2020 |
|---|------------------------------|

| | |
|---|------------------------------|
| Crockett, David C. Trustee/ District | Effective: December 11, 2020 |
|---|------------------------------|

| | |
|---|------------------------------|
| Tinajero, Salvador Trustee/ District | Effective: December 11, 2020 |
|---|------------------------------|

Out of Class Assignment

| | |
|--|---|
| Morales, Adriana Student Program Specialist/ Continuing Ed./ CEC | Effective: 12/04/20 – 06/30/21 Grade 10, Step A \$23.57/Hour |
|--|---|

Leave of Absence

| | |
|--|---|
| Herrera, Daniel Instructional Assistant/ Humanities & Soc. Sci./ SAC | Effective: 08/17/20 – 12/13/20 Reason: Unpaid Leave of Absence |
|--|---|

| | |
|---|--|
| Meade, Paul Gardener Utility Worker/ Admin. Serv ices SCC | Effective: 01/04/21 – 01/29/21 Reason: Parental Leave |
|---|--|

| | |
|--|---|
| Medina, Alondra Instructional Assistant/ Humanities & Soc. Sci./ SAC | Effective: 11/02/20 – 01/12/21 Reason: Maternity Leave |
|--|---|

| | |
|---|--|
| Quinonez, Fernando Bookstore Storekeeper/SCC | Effective: 10/27/20 – 11/09/20 Reason: EPSL |
|---|--|

Expiration of Term

| | |
|-----------------------------|------------------------------|
| Alvarez, Claudia Trustee | Effective: December 11, 2020 |
|-----------------------------|------------------------------|

| | |
|-----------------------------|------------------------------|
| Barrios, Arianna Trustee | Effective: December 11, 2020 |
|-----------------------------|------------------------------|

Ratification of Resignation/Retirement

| | |
|---|--|
| Beaver, Hilda Instructional Assistant/Humanities & Soc. Sci./ SAC | Effective: December 13, 2020 Reason: Retirement |
|---|--|

| | |
|--|--|
| Kusenda, Paula Student Program Specialist/ Continuing Ed./ CEC | Effective: December 30, 2020 Reason: Retirement |
|--|--|

| | |
|--|---|
| Lehman, Erica Student Services Specialist/ Counseling/ SCC | Effective: November 23, 2020 Reason: Resignation |
|--|---|

Ratification of Resignation/Retirement cont'd

| | |
|---|---|
| Price, Jeanora Instructional Assistant-DSPS/ DSPS/ SCC | Effective: November 18, 2020 Reason: Resignation |
|---|---|

TEMPORARY ASSIGNMENT

Short Term Assignment

| | |
|--|--|
| DeLeon Ayon, Guillermo Athletic/PE Equipment Assistant/ Kinesiology/ SAC | Effective: 01/04/21 – 06/30/21 Grade 3, Step A \$18.11/Hour |
|--|--|

Additional Hours for Ongoing Assignment

| | |
|--|---|
| Cole, Stephanie Special Projects Specialist/ Student Services/ SCC | Effective: 10/11/20 – 06/25/21 Not to exceed 19 consecutive days in any given period. |
|--|---|

| | |
|---|---|
| Espinosa, Sandra Student Services Specialist/ Student Services/ SAC | Effective: 11/09/20 – 06/30/21 Not to exceed 19 consecutive days in any given period. |
|---|---|

| | |
|--|---|
| Ontiveros, Tara Student Services Specialist/ Student Services/ SCC | Effective: 10/17/20 – 06/30/21 Not to exceed 19 consecutive days in any given period. |
|--|---|

| | |
|--|---|
| Palacios Rosas, Maite Student Services Specialist/ Student Services/ SCC | Effective: 12/12/20 – 06/30/21 Not to exceed 19 consecutive days in any given period. |
|--|---|

| | |
|---|---|
| Plascencia, Ambar Sr. Clerk/ Academic Affairs/ SAC | Effective: 12/11/20 – 06/30/21 Not to exceed 19 consecutive days in any given period. |
|---|---|

| | |
|---|---|
| Ryou Choi, Joohee Learning Facilitator/ Humanities & Soc. Sci./ SAC | Effective: 10/26/20 – 06/30/21 Not to exceed 19 consecutive days in any given period. |
|---|---|

Substitute Assignments

| | |
|--|--------------------------------|
| Guillen, Sandra Student Services Specialist/ Student Services/ SAC | Effective: 01/04/21 – 05/28/21 |
|--|--------------------------------|

Substitute Assignments cont'd

| | |
|---|---|
| Nguyen, Carrie Chau Instructional Center Tech./ Counseling/ SAC | Effective: 10/12/20 – 06/30/21 Not to exceed 19 consecutive days in any given period. |
| Ramirez, Abigail Student Services Coord./ Counseling/ SAC | Effective: 10/19/20 – 06/30/21 Not to exceed 19 consecutive days in any given period. |
| Reynolds, Noel DSPS Specialist/ Counseling/ SAC | Effective: 10/19/20 – 06/30/21 Not to exceed 19 consecutive days in any given period. |

MISCELLANEOUS POSITIONS

| | |
|--|--------------------------------|
| Castellon, Vanessa Child Dev. Intern/ Child Dev. Services | Effective: 12/14/20 |
| Farhad, Kouhfallah Business Expert Professional II/ SBDC | Effective: 11/10/20 – 12/31/20 |
| Felten, Rachel Business Expert Professional II/ SBDC | Effective: 11/17/20 |
| Foreman, James Business Expert Professional II/ SBDC | Effective: 11/10/20 – 12/31/20 |
| Turner, Peter Business Expert Professional II/ SBDC | Effective: 11/10/20 – 12/31/20 |
| Vazquez, Emely Health Educator/ Student Services/ SAC | Effective: 11/23/20 – 06/30/21 |

Instructional Associates/Associate Assistants

Criminal Justice

| | |
|----------|-----------------------|
| Lee, Dan | Effective: 12/15/2020 |
|----------|-----------------------|

**SANTIAGO CANYON COLLEGE
STUDENT HIRE LIST**

| | |
|------------------|------------------------------------|
| Bullock, Berlyn | Effective: 01/04/2021 – 06/30/2021 |
| Gonzalez, Daniel | Effective: 11/30/2020 – 06/30/2021 |
| Guzman, Cindy | Effective: 01/04/2021 – 06/30/2021 |
| Motan, Summer | Effective: 01/04/2021 – 06/30/2021 |
| Ross, Jarred | Effective: 11/02/2020 – 06/30/2021 |

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources

| | | |
|---------|--|-------------------------|
| To: | Board of Trustees | Date: December 14, 2020 |
| Re: | Presentation of Child Development Centers - CSEA Chapter 888 Initial Bargaining Proposal to the Rancho Santiago Community College District | |
| Action: | Receipt of Initial Bargaining Proposal and Approval to Schedule Public Hearing | |

BACKGROUND

Pursuant to Government Code Section 3547(a) the Child Development Centers - CSEA Chapter 888 initial bargaining proposal to the District is presented for your information. The Government Code also requires that the Board of Trustees conduct a public hearing on this proposal at its next regularly scheduled meeting.

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees schedule a public hearing for the next regularly scheduled board meeting.

| | |
|--|-------------------------------|
| Fiscal Impact: None at this time | Board Date: December 14, 2020 |
| Prepared by: Tracie Green, Vice Chancellor, Human Resources | |
| Submitted by: Tracie Green, Vice Chancellor, Human Resources | |
| Recommended by: Marvin Martinez, Chancellor | |

Initial Contract Reopener Proposal of
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
And Its
Rancho Santiago Community College District CDC Chapter 888
2020-2021 Reopener

The California School Employees Association (CSEA) and its Rancho Santiago Community College District's Child Development Center Chapter 888 with this initial proposal notifies Rancho Santiago Community College District of CSEA's intent to modify or amend the contract per Article 23.1 of the collective bargaining agreement. CSEA is presenting our proposal for public discussion in accordance with Government Code §3547:

Article 3 – Leaves

- CSEA has an interest in professional growth leave for unit members to better serve as mentors to practicum students and to gain professional experience to better serve the program.

Article 8 – Wages and Hours

- CSEA has an interest in an increase to the salary schedule based on district's ability to pay.
- CSEA has an interest in language addressing modified hours and schedules.

Article 11 – Health and Welfare

- CSEA has an interest in increasing district contributions for health and welfare benefits including Retiree Coverage.

Article 21 – Professional Responsibility and Workload

- CSEA has an interest in modifying the caseload and time for planning and assessment activities.

Should you have any questions or concerns please contact me.

Sincerely,

Catherine Candela

Catherine Candela
President, CSEA Chapter 888

Signed on October 28, 2020

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Human Resources

| | | |
|---------|---|-------------------------|
| To: | Board of Trustees | Date: December 14, 2020 |
| Re: | Approval of Agreement with Health Advocate, Inc. for an Employee Assistance Program and Advocacy Services | |
| Action: | Request for Authorization | |

BACKGROUND

The district has been using Health Advocate, Inc. as our Employee Assistance Program (EAP) and Advocacy service partner for the past 14 years. They continue to receive positive reviews from our employees and retirees who use their services. Their current contract ends on December 31, 2020 and we would like to enter into a new 1-year agreement, with options to renew, with Health Advocate, Inc.

ANALYSIS

Keenan and Associates, our Broker of Record, requested quotes from several other service providers who offer Employee Assistance Programs and the renewal rates that Health Advocate, Inc. offered were in line with what the other service providers would charge. We also have several employees who are actively using the Health Advocate, Inc. EAP services due to the COVID crisis and we do not want to interrupt their counseling sessions.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Agreement with Health Advocate, Inc. for an Employee Assistance Program and Advocacy Services.

| | |
|--|--|
| Fiscal Impact: Approximately \$40,000 per year, depending on monthly employee and retiree census data. | |
| Board Date: December 14, 2020 | |
| Prepared by: | Don Maus, Director, Workplace Safety and Risk Management |
| Submitted by: | Tracie Green, Vice Chancellor, Human Resources |
| Recommended by: | Marvin Martinez, Chancellor |

HEALTH ADVOCATE, INC.
Principal Executive Offices:
3043 Walton Road
Plymouth Meeting, PA 19462

PLAN SPONSOR AGREEMENT

This Plan Sponsor Agreement (“this Agreement”) is made and entered into by and between Health Advocate, Inc. (“Health Advocate”), and **Rancho Santiago Community College District** (“Client”), and is intended to describe their business relationship in which Health Advocate will provide administrative and informational services to all eligible employees (“Employees”) of **Client**, as well as the Employees’ spouse, dependents, parents and mothers and fathers in-law (collectively, “Members”). Health Advocate and Client will hereinafter collectively be referred to as “the Parties” and referred to individually each as a “Party.”

1. Description of Services:

Health Advocate will provide its **Core Advocacy** Service as well as **In-Person Employee Assistance Program (“EAP”)** Services as more fully described on Exhibits “**A**” and “**B**” of this Agreement (collectively, “the Services”).

2. Term / Termination:

- a. This Agreement shall be effective as of **January 1, 2021** (the “Effective Date”).
- b. The term of this Agreement shall be twelve (12) months from the Effective Date (the “Term”). Thereafter, Client may renew the Services for consecutive one (1) year Terms upon at least one hundred twenty (120) days prior written notice before the end of current Term of its intention to renew and executing a new Agreement. In no event shall this agreement continue for more than 5 years.
- c. In the event that either Party shall default in the performance of any of its material covenants, or undertakings under this Agreement, and such default shall continue and not be corrected within thirty (30) days after the receipt of written notice thereof from the non-breaching Party specifying the default and requesting correction of such default, the non-breaching Party may terminate this Agreement by delivering written notice to such effect to the other Party, which notice shall be immediately effective upon receipt.
- d. This Agreement shall automatically terminate upon the occurrence of any of the following events: (i) the making of a general assignment for the benefit of creditors by a Party; (ii) the filing of a voluntary petition or the commencement of any proceeding by either Party for any relief under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, composition or extension; (iii) any involuntary petition or the commencement of any proceeding by or against either Party for any relief under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, composition or extension that is not dismissed within ninety (90) days of the date that it was filed or commenced; or (iv) suspension of the transaction of the usual business of either Party for a period in excess of thirty (30) days.

- e. Upon the termination or non-renewal of this Agreement and upon Client's written request, Health Advocate will destroy, without cost to Client, any Confidential Information that was received from Client pursuant to this Agreement in tangible, electronic, or other form, other than signed copies of this Agreement. Notwithstanding the foregoing, Health Advocate may retain one copy for its legal archives of any Confidential Information in its possession subject to any consent provided by or with such Member; if such Member consent does not exist such Member Confidential Information shall be subject to the confidentiality provisions of this Agreement.

3. Service Fees: Please refer to the attached Exhibit "C" for all information regarding Service Fees.

4. Confidentiality:

- a. The Parties agree to protect the privacy and confidentiality of any and all Member personal and medical information in their possession ("Confidential Information"), abiding by all applicable laws and regulations.
- b. The Parties agree to abide by the Business Associate Agreement, attached hereto as Exhibit "D" and incorporated herein by reference, which contains such terms as are required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Final Rule for Standards for Privacy of Individually Identifiable Health Information adopted by the United States Department of Health and Human Services and codified at 45 C.F.R. part 160 and part 164, subparts A & E (the "Privacy Rule"), the HIPAA Security Rule, codified at 45 C.F.R. Part 164 Subpart C and Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH") including C.F.R. Sections 164.308, 164.310, 164.312 and 164.316 in effect, or as amended.
- c. Health Advocate will not use any Confidential Information for any purpose other than that for which it is provided nor will Health Advocate sell, transfer or disclose this Confidential Information for its own benefit or the benefit of others.
- d. Health Advocate agrees that it shall notify Client, as soon as practicable, but at least within ten (10) business days, following discovery of any unauthorized use or disclosure of Confidential Information, and will cooperate with Client, as necessary, to remedy such unauthorized use or disclosure by Health Advocate or any third-party and to prevent further unauthorized use.
- e. Neither Party to this Agreement shall use any confidential information, (i.e., information that by its very nature is deemed to be confidential, including confidential business information), of the other Party: (a) for its own benefit or that of any third party; (b) to the Disclosing Party's detriment; or (c) in any manner other than to perform its obligations under this Agreement.
- f. It is essential for Confidential Information, including Protected Health Information, to be maintained after the expiration of this Agreement for regulatory and other business reasons. Accordingly, Health Advocate's obligations of confidentiality with respect to Client's Confidential Information, exchanged during the Term of this Agreement, shall survive any termination or non-renewal of this Agreement.

5. Reports:

Upon request, Health Advocate will provide Client with its standard utilization report, on an annual basis.

6. Indemnification:

- a. Each Party shall indemnify, defend and hold harmless the other Party, its officers, employees, directors, affiliated companies and agents from and against any and all third-party claims, actions demands and lawsuits (together "Claims") against the indemnified Party, and all resulting costs, liabilities, damages and expenses, including reasonable attorneys' fees and costs of suit arising out of:
 - i. the indemnifying Party's breach or violation of any representation, warranty or covenant in this Agreement;
 - ii. the violation by a Party, in the performance of its obligations hereunder of any law, statute, rule, regulation or order of a governmental authority; or
 - iii. the indemnifying Party's negligence or willful misconduct.
- b. Client will indemnify Health Advocate for any Claim brought against Health Advocate arising out of, related to or as a result of Health Advocate's compliance with a specific Client direction. Further, Health Advocate shall have no obligation to indemnify Client for any Claim brought against Client arising out of, related to or as a result of Health Advocate's compliance with a specific Client direction.
- c. The obligations of indemnity hereunder are conditioned on the Party seeking indemnification (i) giving the indemnifying Party prompt written notice of any Claim for which indemnification will be sought, (ii) permitting the indemnifying party to assume exclusively the control of the defense and settlement of such Claim, and (iii) providing reasonable assistance and cooperation (at the indemnified Party's expense) in the defense and settlement of such Claim. The indemnified Party may take part in its defense at its own expense after the indemnifying Party assumes the control thereof. The indemnifying Party shall not settle or compromise any indemnified Claim hereunder in a manner that admits fault or liability on the part of the indemnified Party, or requires the indemnified Party to take or forbear from taking any action, unless with the prior written consent of the indemnified Party (such consent not to be unreasonably withheld).

7. General:

- a. Binding Agreement. This Agreement shall be fully binding upon and inure to the benefit of the legal representatives, successors in interest and permitted assigns of the Parties hereto
- b. Entire Understanding. This Agreement, along with its attachments, constitutes the entire Agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous arrangements, understandings, negotiations, and discussions of the Parties with respect to the subject matter hereof, whether written or oral; and there are no warranties, representations, or other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein.

- c. Amendments to this Agreement. This Agreement may be amended only by the mutual written consent and agreement of the Parties. In addition, upon the enactment of any law or final regulation affecting the use or disclosure of Protected Health Information, or the publication of any definitive decision of a court of the United States or any state relating to any such law or the publication of any definitive interpretive policy or definitive opinion of any governmental agency charged with the enforcement of any such law or regulation, the Parties shall agree to amend this Agreement in such manner as necessary to comply with such law or regulation.
- d. No Third-Party Beneficiary. Nothing in this Agreement shall be construed to give any person or entity other than the Parties any legal or equitable claim, right, or remedy; rather this Agreement is intended to be for the sole and exclusive benefit of the Parties.
- e. Assignability. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may be withheld in the other Party's sole discretion, except that this Agreement may be assigned by either Party without such prior written consent:
 - i. to an affiliate of the assigning Party; or
 - ii. to an entity that merges with or acquires the business or stock of such Party to which this Agreement relates. Subject to the foregoing, this Agreement shall be fully binding upon, inure to the benefit of, and be enforceable by the Parties hereto and their respective successors and assigns.
- f. Relationship of the Parties. This Agreement does not, nor is it intended to, create a relationship of joint venture, principal and agent or partnership between the Parties. The relationship between the Parties is and shall be that of an independent contractor. Nothing in this Agreement shall create or be construed to create the relationship of employer and employee. Each Party acknowledges that it shall have no authority to obligate or bind the other Party in any way.
- g. Dispute Resolution. The Parties agree that in the event of a dispute or alleged breach they will work together in good faith to resolve the matter internally by escalating it to higher levels of management and, if necessary, to use a mutually agreed upon alternative dispute resolution mechanism prior to resorting to litigation.
- h. Limitation of Liability.
 - i. Limitation: NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, DATA OR PROFITS, OR COST OF COVER. THE TOTAL LIABILITY FOR EITHER PARTY IS LIMITED TO THREE TIMES THE AMOUNT PAID TO HEALTH ADVOCATE BY CLIENT FOR SERVICES DURING THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
 - ii. Application: THE FOREGOING LIMITS ON LIABILITY WILL APPLY WHETHER THE APPLICABLE CLAIM ARISES OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY AND CONTRACT, EVEN IF THE PARTY HAS BEEN ADVISED THAT SUCH DAMAGES ARE POSSIBLE OR FORESEEABLE.

iii. Time Limit: No cause of action which accrued more than two (2) years prior to the filing of a suit may be asserted by either Party.

- i. The Health Advocate Trademark. Client recognizes that the “Health Advocate” trademark is the sole and exclusive property of Health Advocate and will take all reasonable and appropriate measures to avoid any actions that would harm such mark. Client is not authorized to prepare or distribute any promotional or descriptive material relating to this Agreement or the Services, other than for identification and/or distribution of promotional and descriptive materials, without the prior written approval of Health Advocate. However, once consent for particular language is granted, as to Client, it need not be requested for the same language, again.
- j. Notices. All notices, demands, solicitations of consent or approval and other communications hereunder required or permitted shall be in writing and shall be deemed to have been given when: (i.) personally delivered; (ii.) upon the date documented as being received when sent by facsimile or other electronic transmission; (iii.) five (5) business days after the date when deposited in the United States mail, sent postage prepaid or by registered or certified mail, return receipt requested; or (iv.) upon the date documented as being received when sent by private courier addressed as follows:

For Client:

Don Maus, Director Risk Management & Benefits
Rancho Santiago Community College District
2323 N. Broadway Suite 225
Santa Ana, CA 92706

Tel. No.: (714) 480-7330
Fax No.: (714) 796-3918
E-mail: maus_donald@rscgd.edu

For Health Advocate:

Brian Harrigan, Chief Sales Officer
Health Advocate, Inc.
3043 Walton Road
Plymouth Meeting, PA 19462

Tel. No.: (610) 397-7398
Fax No.: (610) 825-7776
E-mail: bharrigan@HealthAdvocate.com

Either Party may change its address for the receipt of notices hereunder by giving the other Party notice, as prescribed herein, of that new address.

- k. Member Awareness. Client agrees to take reasonable steps to encourage and promote employee awareness and utilization of the Services, including ongoing and frequent communication with its employees to reinforce the availability of the Services, and will assist Health Advocate by issuing periodic program reminders and other related communications.

- i. Non-Solicitation. During the Initial and any renewal Term of this Agreement and for a period of one (1) year following the date of termination or non-renewal hereof, Client shall not knowingly hire, solicit, or attempt to solicit the services of any current employee of Health Advocate without the prior written consent of Health Advocate. Violation of this provision shall entitle Health Advocate to receive from Client, as liquidated damages, an amount equal to two hundred percent (200%) of the solicited person's annual compensation. This covenant against solicitation shall not be construed to prevent "blind" advertisements or mailings that are directed to the public through the use of newspaper, television, radio or the internet.
- m. Limitation of Authority. Neither Party shall obligate the other Party, nor make, alter or waive any of the terms or conditions of any of the other Party's forms, policies, contracts or advertising materials, except to the extent authorized in writing by the other Party. Neither Party shall hold itself out as an employee, partner or officer of the other Party, or as an agent of the other Party or in any other manner, or for any other purpose than is set forth in this Agreement.
- n. Survival of Certain Obligations. Any obligations set forth in this Agreement that by their nature should be continuous and survive any termination or non-renewal of this Agreement including, but not limited to, the obligations regarding confidentiality and indemnification shall be continuous and shall survive any termination or non-renewal of this Agreement.
- o. Separability. Each provision of this Agreement shall be considered separable and if any provision or provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- p. No Waiver of Rights, Powers and/or Remedies. The failure or delay of either Party hereto in exercising or enforcing any right, power or remedy under this Agreement, and no course of dealing between the Parties hereto, shall be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- q. Reserved Rights. Health Advocate explicitly reserves the right to discontinue or withdraw from sale, modify, change, or amend any product, program or Service described in this Agreement, if it is determined by Health Advocate, in its sole discretion, to be necessary to do so based, for example, on a change in the legislative or regulatory environment in which Health Advocate operates.
- r. Titles. All section titles or captions contained in this Agreement are for convenience only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof and shall not be deemed part of the text of this Agreement.
- s. Interpretation. The Parties hereto acknowledge and agree that (i) the rule of construction providing that any ambiguities are resolved against the drafting Party will not apply in interpreting the terms and provisions of this Agreement; and (ii) the terms and provisions of this Agreement will be construed fairly as to all Parties hereto and not

in favor of or against a Party, regardless of which Party was generally responsible for the preparation of this Agreement.

- t. Force Majeure. Neither Party hereto shall have any liability for delay or non-fulfillment of any terms of this Agreement caused by any cause not within such Party's reasonable control (but excluding financial inability) such as an act of God, war, riots or civil disturbance, strikes, accident, fire, transportation conditions, labor and/or material shortages, governmental controls, regulations and permits and/or embargoes.
- u. Counterparts. This Agreement may be signed in counterparts, which together will constitute one Agreement.

8. Disclaimer:

Client acknowledges its understanding that Health Advocate provides administrative, informational and referral type services, through its employees. Health Advocate does not provide health insurance or medical services, nor does it recommend treatment. Consequently, all medical services are provided by independent healthcare practitioners, who are not employees or agents of Health Advocate.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have caused this Agreement to be signed by their duly authorized representatives.

For Rancho Santiago Community College District:

Signed: _____

Name: Adam M. O'Connor

Title: Interim Vice Chancellor, Business Operations/Fiscal Services

Dated: _____

For Health Advocate, Inc.:

Signed: _____

Name: Brian Harrigan

Title: Chief Sales Officer

Dated: _____

EXHIBIT "A"

HEALTH ADVOCATE SERVICES

The Personal Health Advocate is typically a Registered Nurse or a person experienced in benefits and administrative issues assigned to serve the Member as soon as he/she calls to access the Services. Personal Health Advocates handle a range of issues as Members seek healthcare services and interact with providers and insurers.

- **Care Coordination:** The Personal Health Advocate helps Members coordinate care among physicians and medical institutions.
- **Medical Director and Administrative Support:** Physicians and administrative staff support the Personal Health Advocates.

Benefits Advantage™

- **Claims Assistance:** Personal Health Advocates help sort out and solve claims and related paperwork problems and assist Members with coverage and benefits issues.
- **Fee Negotiation:** When necessary, Health Advocate can attempt to negotiate fees with healthcare providers and review questionable bills to catch duplicative and/or erroneous charges.
- **Grievance Advice:** As appropriate, Health Advocate will provide advice and/or assistance to Members when filing a complaint or grievance with their health insurer.
- **Coverage Advantage™:** The Personal Health Advocate can help Members through the coverage review process and, when necessary, can also assist in identifying alternative coverage options.
- **RxAdvocate™:** The Personal Health Advocate can assist Members with prescription drug issues including formulary and benefit questions.

Physician Locator: Personal Health Advocates can help Members identify physicians, hospitals, dentists and other healthcare providers for needed services.

Advocates of Excellence: Personal Health Advocates can help identify leading medical institutions, Centers of Excellence and medical providers to assist Members in need of complex medical care. Our Personal Health Advocates can also help Members schedule appointments with these providers, as required.

Health Advocate CareQuest: This Service locates resources and makes arrangements for Members in need of special services that typically fall outside the realm of traditional healthcare benefits. The Member is responsible for payment for any services that they use beyond those covered by their health insurance plan.

EXHIBIT "B"

IN-PERSON EMPLOYEE ASSISTANCE PROGRAM

Health Advocate will provide its In-Person, Telephonic and Virtual EAP Behavioral Health Services Program to Client's eligible employees and their dependents (collectively "EAP Members"). The Health Advocate EAP Service includes the following features:

1. The Health Advocate In-Person, Telephonic and Virtual EAP Behavioral Health Service.

- a. A 24-hour Emergency Hot Line;
- b. Unlimited Telephonic Critical Incident Stress Debriefing Support;
- c. Professional telephone evaluation and In the Moment Support for the nature and scope of employee personal problems, and referral, if needed, to appropriate professional counseling or other necessary care; this referral, which is offered by Health Advocate, may or may not be utilized by the EAP Member;
- d. Access to the My Help virtual EAP Behavioral telehealth platform or face to face sessions. Allows user to have access to up to **three (3)** virtual or in-person sessions per issue. Access to confidential chat, telephonic, text or video counseling with a mental health counselor over their computer, laptop, tablet or smartphone with available tech support. My Help platform services are in lieu of an in-person face to face session.
- e. Case management for in-patient and out-patient treatment;
- f. Unlimited Telephonic Manager Consultations.

2. Access to Health Advocate Telephonic and Web Based Support for Work/Life Services.

- a. Childcare: Child Care Centers, Family Child Care Homes, Nanny Agencies, Summer Camps, Babysitter Tips, Community Resources;
- b. Eldercare: Nursing Homes, Assisted-Living Facilities, Independent Living Facilities, Home Healthcare, Hospice, Respite Care, Geriatric Care Managers, Senior Centers, Adult Day Care Centers, Community Services and Resources;
- c. Legal: Family Law Issues, Real Estate, Criminal Matters, Estate Planning, Motor Vehicle, Elder Law;
- d. Financial Wellness: Debt Management, Budgeting, College Funding, Retirement Strategies, Life Insurance Needs;
- e. Unlimited Telephonic and Web Based Consultation.

3. Reporting. Upon request, annual statistical management reports will be provided to Client showing aggregate EAP activity.

4. Employee Awareness. Client agrees to take reasonable steps to encourage and promote employee awareness and utilization of the EAP Services, including providing periodic program reminders and other related communications and reinforcement of the availability of these Services.

5. On Site Services. On Site Services are available for managers and employees at a rate of \$250.00 per direct service hour for Workshops and Seminars and \$275.00 per hour for Critical Incident Stress Debriefing (CISD). Additional fees will apply for sites located outside of the continental United States. Travel and expenses are not included.

EXHIBIT "C"

HEALTH ADVOCATE SERVICE FEES

1. Client shall pay Health Advocate a total **\$2.69** per Employee per month ("PEPM") for its Active employees for all of the Services set forth in paragraph one, the Description of Services paragraph, of the Agreement ("Service Fees"). Client shall pay Health Advocate a total **\$1.49** PEPM for its Retirees to receive Advocacy services only. If the current broker is no longer the broker of record, Service Fees are subject to change, dependent upon standard fees and/or new broker of record.
2. Service Fees apply to the first contract year only. Service Fees may increase by no more than 10% in any subsequent contract year. Notice of any Service Fee increase will be provided to Client, in writing, at least one hundred twenty (120) days prior to the annual anniversary date of this Agreement.
3. Service Fees shall be paid to Health Advocate on a **monthly** basis and shall be received by Health Advocate, on or before the first (1st) day of the month for which Services are to be provided.
4. This Service Fee is based on the enrollment of Client's Active employees and benefits eligible retirees, currently at 982 and 647, respectively, for a total of **1,447** lives.
5. Service Fees include Health Advocate's standard marketing materials including employee brochures and telephone number wallet cards shipped to a single location for distribution by Client. Other marketing materials will be provided to Client as electronic files in camera-ready format. Additional charges may apply for special requests including, but not limited to the costs associated with travel for employee meetings and/or health fairs; customized or additional educational, promotional, or marketing materials; and/or postage and shipping costs for such additional materials.
6. All Service Fees paid hereunder shall be sent with an electronic file compiled by Client containing information reasonably sufficient to permit Health Advocate to reconcile compensation payments in a timely manner.
7. Upon termination of this Agreement, payments under this section shall cease; however, Health Advocate shall be entitled to any payments due for periods or partial periods that accrued prior to the date of termination for which Health Advocate has not yet been paid.

EXHIBIT "D"

BUSINESS ASSOCIATE AGREEMENT

The Parties hereby agree as follows:

1. Definitions:

- a. *General Definitions.* Terms used but not otherwise defined in this Agreement, shall have the same meaning as those terms as set forth in the HIPAA Regulations, as defined below.
- b. *Specific Definitions.*
 - (i) "Business Associate" shall mean Health Advocate, Inc. or any of its affiliated entities.
 - (ii) "Breach" shall have the same meaning given to such term in 45 C.F.R. § 164.402.
 - (iii) "Covered Entity" shall mean all group health plans of Client and its Affiliates for which Business Associate provides services to or on behalf of, individually and/or collectively.
 - (iv) "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, as amended from time to time and its implementing regulations (45 C.F.R. Parts 160-64) and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"), that are applicable to business associates, along with any guidance and/or regulations issued by DHHS, in effect or as amended.
 - (v) "HIPAA Regulations" shall mean the regulations issued by the U.S. Department of Health and Human Services Office for Civil Rights with respect to HIPAA privacy, security, and enforcement, as set forth in 45 CFR Parts 160 and 164, in effect or as amended.
 - (vi) "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
 - (vii) "Protected Health Information" and electronic Protected Health Information (together "PHI") shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Client, in connection with the performance of the Services provided pursuant to the Plan Sponsor or Services Agreement entered into by and between Business Associate and Client, to which this BAA relates. PHI does not include health information that has been de-identified in accordance with the standards for de-identification provided for in the Privacy Rule.
 - (viii) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

- (ix) "Security Incident" shall have the same meaning given to such term in 45 C.F. R. § 164.304, but shall not include (i) unsuccessful attempts to penetrate computer networks or servers maintained by Business Associate; and (ii) immaterial incidents that occur on a routine basis, such as general "pinging" or "denials of service."
- (x) "Security Rule" shall mean the Standards for Securing PHI and ePHI as required by 45 CFR §164.302-164.318.
- (xi) "Unsecured protected health information" refers to PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of Encryption or destruction.
- (xii) "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.

2. Obligations and Activities of Business Associate:

- a. Business Associate shall not use or further disclose PHI other than as permitted or required pursuant to the underlying Health Advocate Services Agreement and any Addendum thereto, by this BAA, as Required or permitted by Law, or as directed by the Client.
- b. Unless otherwise limited, in addition to any other uses and/or disclosures permitted or authorized by this Agreement or required by law, Business Associate may, use the PHI in its possession for the proper management and administration and to fulfill any legal responsibilities of the Business associate, de-identify any and all PHI created or received by it under this Agreement: provided that the de-identification conforms to the requirements of the Privacy Rule, and may aggregate the PHI with that of other covered entities for the purpose of providing Client with data analyses relating to the Health Care Operations of Client ; however, notwithstanding the foregoing Business Associate may not disclose the PHI of one client or covered entity to another of the clients or covered entities involved.
- c. Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI as provided for by this BAA.
- d. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.
- e. Business Associate shall report to the Client any Breach or Security Incident of Unsecured PHI of which it becomes aware within ten (10) business days. Business Associate's report shall include all information indicated in 45 CFR § 164.410(c).
- f. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI agrees in writing to the same restrictions and conditions that apply to Business Associate with respect to such information. To the extent that Company provides Electronic Protected Health Information to any agent or subcontractor, it will require the agent or subcontractor to implement reasonable safeguards to protect the Electronic Protected Health Information consistent with the terms of this Agreement.

- g. Business Associate shall document disclosures of PHI and information related to such disclosures as would be required for Client to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- h. Business Associate shall make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Client available to the Client, or at the request of the Client, to the Secretary in the time and manner designated by the Client or the Secretary, for purposes of the Secretary determining Client's compliance with the HIPAA Regulations.
- i. Business Associate shall provide to Client or an Individual an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, in the time and manner designated by Client.
- j. Business Associate shall retain all documentation indicated in 45 CFR § 164.530(j)(1) for the retention period in accordance with 45 CFR § 164.530(j)(2).
- k. Business Associate shall determine the Minimum Necessary type and amount of PHI required to perform its services and will comply with 45 CFR §§ 164.502(b) and 164.514(d).
- l. To ensure compliance with the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164 Subpart C, Business Associate shall:
 - (i) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the Client;
 - (ii) ensure that any agent, including a subcontractor, to whom Business Associate provides such electronic PHI agrees to enter into an Agreement with terms consistent with or substantially similar to those enumerated herein;
 - (iii) ensure that any agent, including a subcontractor, to whom Business Associate provides PHI shall implement reasonable and appropriate safeguards to protect it;
 - (iv) report immediately to the Client any successful unauthorized access, use, disclosure, modification, or destruction of electronic PHI or interference with system operations in an information system of which Business Associate becomes aware; and
 - (v) report to the Client the aggregate number of unauthorized access, use, disclosure, modification, or destruction of electronic PHI, or interference with system operations in an information system of which Business Associate becomes aware, no later than thirty (30) calendar days after discovery of the attempt(s).

- m. Business Associate shall comply with all security and privacy provisions of 45 CFR Part 164, and the requirements of 45 CFR § 164.504(e)(1)(ii), and shall further comply with §13401 of the American Recovery and Reinvestment Act of 2009.

3. Permitted or Required Uses and Disclosures by Business Associate:

- a. *General Use and Disclosure.* Except as otherwise limited in the Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Client as specified in the underlying Agreement, provided that such use or disclosure of PHI would not violate the Privacy Rule, including the Minimum Necessary requirement.
- b. *Additional Use and Disclosure.*
 - (i) Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI for the proper management and administration of the Business Associate's business or to carry out the legal responsibilities of the Business Associate consistent with the provisions of 45 CFR § 164.504(e)(4)(i) and (ii). Business Associate may only disclose PHI for such purposes if:
 - 1) such disclosures are Required by Law; or
 - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (ii) Except as otherwise limited in this BAA, Business Associate may use PHI to provide Data Aggregation services to Client as permitted by 45 CFR § 164.504(e)(2)(i)(B).
 - (iii) Business Associate may use or disclose PHI to the extent and for purposes authorized by an Individual.
 - (iv) Business Associate may use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 CFR § 164.502(j)(1).
 - (v) Business Associate must share PHI with Client for permitted purposes, such as for audits performed by or on behalf of Client.

4. Obligations of Client:

- a. Client shall provide Business Associate with any changes in, or revocation of, Authorization by Individual or his or her personal representative to use or disclose PHI, if such changes affect Business Associate's uses or disclosures of PHI.
- b. Client shall notify Business Associate of any restriction to the use or disclosure of PHI that Client has agreed to in accordance with 45 CFR § 164.522, if such changes affect Business Associate's uses or disclosures of PHI.

c. In the event that Client requires Business Associate to share, receive or disclose PHI to another vendor for purposes of fulfilling its obligations pursuant to the Health Advocate Services Agreement, Client agrees to assist Business Associate in obtaining a confidentiality agreement with such vendor.

5. Permissible Requests by Client: Client shall not request, Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Client, except as provided in Sections 3 (b)(i) and (ii) of this BAA.

6. Term and Termination:

a. *Term.* The Terms and Conditions set forth in this Business Associate Agreement shall commence as of the Effective Date of the Plan Sponsor Agreement or Services Agreement, as the case may be, to which this Business Associate Agreement relates and shall terminate when all of the PHI provided by or on behalf of Client to Business Associate, or created or received by Business Associate on behalf of Client, is destroyed or returned to Client, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with paragraph c of this Section 6.

b. *Termination for Cause.* Upon Client's knowledge of a material breach by Business Associate of a provision of this BAA, Client shall provide an opportunity for Business Associate to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within the time specified by Client, or if Business Associate has breached a material term of this Agreement and cure is not possible, Client may terminate Business Associate's services upon written notice to Business Associate.

c. *Effect of Termination.*

(i) Except as provided in paragraph (c)(ii) of this Section 6, upon cancellation of Business Associate's services or termination of the Agreement for any reason, Business Associate shall return or destroy all PHI received from Client, or created or received by Business Associate on behalf of Client. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

(ii) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall extend the protections of the Agreement to such PHI and shall limit further use or disclosure of the PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

(iii) Notwithstanding the expiration, cancellation or termination of Business Associate's services or this BAA, Business Associate shall retain all required documentation for the retention period as set forth in Section 2(j) of this Agreement.

7. Miscellaneous:

- a. *Regulatory References.* A reference in this BAA to a section in the HIPAA Regulations means the section as in effect or as amended, and for which compliance is required.
- b. *No Third-Party Beneficiary.* This BAA is intended for the sole benefit of Business Associate and Client. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assignees of the parties, any rights, remedies, obligations, or liabilities whatsoever, except to the extent that the HIPAA Regulations validly requires the Secretary or any other person to be a third-party beneficiary to this Agreement.
- c. *Interpretation.*
 - (i) Any ambiguity in the Agreement shall be resolved in favor of a meaning that permits Client to comply with the HIPAA Regulations.
 - (ii) In the event of an inconsistency between the provisions of this Agreement and the HIPAA Regulations, as may be amended from time to time, as a result of interpretation by HHS, a court of competent jurisdiction, or another regulatory agency with authority to enforce HIPAA, the interpretation of HHS, or such court or other regulatory agency shall prevail.
 - (iii) In the event provisions of this Agreement differ from those mandated by the HIPAA Regulations but are nonetheless permitted by the HIPAA Regulations, the provisions of this Agreement shall control.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Human Resources

| | | |
|---------|--|-------------------------|
| To: | Board of Trustees | Date: December 14, 2020 |
| Re: | Approval of Amendment No. 1 to the Service Agreement with Keenan and Associates for Employee Benefits Consulting | |
| Action: | Request for Approval | |

BACKGROUND

The district entered into an agreement with Keenan and Associates on June 16, 2020 for Employee Benefits Consulting and to be our Broker of Record. The original contract stated that their fees would be offset by any commissions they received. This Amendment clarifies which lines of business are included in the commissions and the billing details.

ANALYSIS

This Amendment only clarifies the lines of business which are included in their commissions and does not change any other terms or conditions of the contract.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Amendment No. 1 with Keenan and Associates, as presented.

| | |
|---------------------|--|
| Fiscal Impact: None | Board Date: December 14, 2020 |
| Prepared by: | Don Maus, Director, Workplace Safety and Risk Management |
| Submitted by: | Tracie Green, Vice Chancellor, Human Resources |
| Recommended by: | Marvin Martinez, Chancellor |

AMENDMENT No. 1

This Amendment hereby amends the **Professional Services Agreement** (“Agreement”) dated **June 16, 2020** by and between **Keenan & Associates** (“Contractor”) and **Rancho Santiago Community College District** (“District”) (hereinafter referred to collectively as the “Parties”) as follows:

WHEREAS, the Parties wish to clarify which lines of business are included in the Services of this Agreement; and

WHEREAS, the Parties desire to continue their relationship subject to the terms and conditions outlined in the Agreement;

NOW, THEREFORE, the Parties agree as follows:

1. For clarification, the following is added to the end of the current Section 1:

“Contractor’s Services described in this Agreement for those District benefits programs identified in 1A. below (“Plans”):”

Medical, Dental, Vision, Group and Supplementary Life, AD&D, and all other Voluntary lines of business

1A. The Services (as further described in Exhibit A) shall be with respect to District’s Plans for the Plan year(s) that begin(s) on **January 1, 2020** and end(s) **December 31, 2020** (Services provided during a renewal term shall be provided for District’s then-current Plan year).”

2. Section 4A. Amount of Compensation is deleted and replaced with the following:

“4A(1). Fee: District agrees to pay Contractor, as full consideration and compensation for Contractor’s performance of Work under this Agreement, an annual consulting fee for the period of term of this Agreement of **fifty-five thousand dollars (\$55,000)** (“Contract Amount”).

4A(2). Commissions. The Contract Amount will be reduced by any commissions received by Contractor for the Plans. Contractor shall receive commissions from insurance carriers and/or other vendors for the placement of insurance coverage with regard to the Plans. District acknowledges that commissions paid by insurers to Contractor that are directly related to the insurance coverage purchased by District as part of the Plans may impact the pricing that Contractor is able to obtain for District for such coverage.

4A(3) Commission Offset of Fee. At the end of every quarter, once the fee and commissions payable under Sections A(1) and A(2) above have been received, Keenan will perform a reconciliation of the total amount received. If the amount received is less than **thirteen thousand, seven hundred fifty dollars (\$13,750.00)**, Client will be balance billed for the difference. If the amount received is over **thirteen thousand,**

seven hundred fifty dollars (\$13,750.00), Keenan will return to Client the amount of the overage.”

3. All the remaining terms and conditions of the Agreement shall remain unchanged and in full force and effect, and shall govern the conduct of the Parties during the Term.
4. The effective date of this Amendment is **June 16, 2020**.
5. Each person signing this Amendment to the Agreement on behalf of a Party represents and warrants that he or she has the necessary authority to bind such Party and that this Amendment is binding on and enforceable against such Party.

| <u>Rancho Santiago Community College District</u> | | <u>Keenan & Associates</u> | |
|---|--|--------------------------------|---|
| <u>Signature:</u> | | <u>Signature:</u> | |
| <u>By:</u> | Adam M. O'Connor | <u>By:</u> | John Scatterday |
| <u>Title:</u> | Vice Chancellor, Business Operations/Fiscal Services | <u>Title:</u> | Executive Vice President |
| <u>Address:</u> | 2323 N. Broadway Santa Ana, CA 92706 | <u>Address:</u> | 2355 Crenshaw Blvd., Ste. 200 Torrance, CA 90501 |
| <u>E-mail:</u> | OConnor_Adam@rscdd.edu | <u>E-mail:</u> | |
| <u>Attention:</u> | [Insert Name] | <u>Attention:</u> | [Insert Name] |



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 Keenan and Associates, having its principal business address located at 2355 Crenshaw Blvd., Suite 200 Torrance, Ca 90501, 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 June 16, 2020, whichever is later, and shall continue in full force and effect thereafter until one year later (“Term”). This Agreement shall automatically renew for successive one (1) year periods not to exceed a total of three (3) years, unless either party provides notice of non-renewal at least thirty (30) days prior to the end of the initial or any renewal term.
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 fifty-five thousand Dollars (\$55,000) ("Contract Amount"). This amount will be reduced by any commissions received by Keenan and Associates. 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)
Don Maus
Director, Risk Management
2323 N. Broadway, Suite 225
Santa Ana, Ca 92706

Contractor: John Scatterday
Senior Vice President

1111 Broadway, Suite 2000
Oakland, CA 94607

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

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

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

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

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

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

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

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

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

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

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

29. Dispute Resolution.

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

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

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

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

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

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

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

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal,

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

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: 

Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor, Business Operations/Fiscal Services

Date: Jun 18, 2020

CONTRACTOR

BY: 

Signature of Authorized Person

Print Name: John Scatterday

Print Title: Senior Vice President

Date: Jun 18, 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.

Keenan shall provide the following Services:

1. Plan Review – Keenan shall review applicable benefit plan(s) and provide information and recommendations regarding insured and/or self-insured options, as requested by Client.
2. Insurance Needs Assessment – Keenan shall work with Client to determine Client's insurance needs.
3. Insurance Marketing Plan – Review, evaluate and negotiate insurance renewals on Client's behalf. Keenan shall prepare and present to Client its plan for marketing Client to various carriers and/or Coverage providers. In furtherance of its plan, Keenan shall contact those markets that it has determined most likely to meet Client's needs, as made known to Keenan, but shall not necessarily contact every available market for the particular Coverage being sought. In so far as practical, Keenan shall honor Client's timely and reasonable requests to contact specific markets, but Keenan shall not be obligated to present Client to any carrier or Coverage provider which Keenan has determined would not be willing to quote Client's business or would not give a competitive quote.
4. Insurance Marketing Results – Keenan shall present to the client, in summary format, information concerning all markets and carriers approached. The summary shall include, as applicable: name of carrier and Coverage providers approached, limits, premium, and deductible. The summary shall also include the names of any carriers or Coverage providers who declined to provide a quote.
5. Review of Insurance Options – Keenan shall present, along with the Marketing Results, a comparison summary highlighting the significant terms and/or differences among the various Coverages quoted. This summary is provided for Client's convenience only. It is Client's responsibility to ask questions and to request any additional information that it deems necessary for it to make an informed decision regarding its insurance or self-insurance program.
6. Obtain Coverage – Once the Client has made its decision, Keenan shall take all steps necessary to communicate Client's decision to the carrier selected and to have the carrier or other Coverage provider bind Coverage on behalf of the Client.
7. Implementation – Keenan shall assist Client in the preparation and distribution of materials relating to the implementation of its coverage, for which client shall give final approval.
8. Ongoing Service -- Keenan will provide the following Client support services:
 - Continued analysis of benefit plan design and performance noting available alternatives as appropriate;
 - Direction and support with claims resolution and other related issues;
 - Review of claims experience and trends;
 - Support with billing/eligibility concerns;
 - Acting as a liaison between Client and carriers and vendors and serving as a proactive Client advocate;
 - Responding to day-to-day benefit questions from Client;
 - Assisting Client with governmental reporting and filings (e.g., 5500's and Summary Annual Reports), as applicable;
 - Providing information concerning current developments and trends in employee benefits and new legislation that may affect Client's plans;
 - Assisting in drafting, review and/or amendment of benefit plan and related documents.
 - Any document drafted or reviewed by Keenan and approved by Client under this Agreement shall

apply solely to the plan year for which the Service was provided. They are not intended for use beyond the plan year for which they were created, reviewed or revised. Keenan shall not be held liable for any direct, punitive, special, consequential or incidental damages, loss of profit or revenue, loss of business, loss or inaccuracy of data or scope of insurance resulting from the continued use of such plan documents or SPD beyond the dates for which they were intended;

- Assisting in the coordination and preparation of open enrollment, orientation, health fairs, and/or question and answer meetings for Client's employees. and
- Attendance at 3 meetings of the Client's Insurance Committee.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Human Resources

| | | |
|---------|--|-------------------------|
| To: | Board of Trustees | Date: December 14, 2020 |
| Re: | Adoption of Resolution No. 20-22 Declaring Withdrawal from the Schools Excess Liability Fund (SELF) Joint Powers Authority | |
| Action: | Request for Adoption | |

BACKGROUND

California community college districts need to maintain fiscally stable excess liability coverage to protect their agency against unforeseen liability claims. The District presently has \$55,000,000 in liability limits through its membership in the excess liability program from the SELF Joint Powers Authority. The District desires to seek alternative quotations for limits of liability. In order for the District to be able to make an informed decision on this matter, it must give notice of withdrawal to the Schools Excess Liability Fund Joint Powers Authority by December 31, 2020.

ANALYSIS

We must provide SELF six-months' notice if we intend to withdraw from their program. This Notice to Withdraw protects us if we find a better alternative to SELF and it would allow us to withdraw as of July 1, 2021. If we do not find a better alternative, we can cancel the withdrawal and continue their services.

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution No. 20-22 Declaring Withdrawal from the Schools Excess Liability Fund (SELF) Joint Powers Authority as presented.

| | | |
|-----------------|--|-------------------------------|
| Fiscal Impact: | None | Board Date: December 14, 2020 |
| Prepared by: | Don Maus, Director, Workplace Safety and Risk Management | |
| Submitted by: | Tracie Green, Vice Chancellor, Human Resources | |
| Recommended by: | Marvin Martinez, Chancellor | |

RESOLUTION NUMBER 20-22

BY THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (the "DISTRICT")
BOARD OF TRUSTEES DECLARING WITHDRAWAL FROM THE SCHOOLS EXCESS
LIABILITY FUND (SELF) JOINT POWERS AUTHORITY

WHEREAS, California community college districts need to maintain fiscally stable excess liability coverage to protect their agency against unforeseen liability claims; and

The District presently has \$55,000,000 in liability limits through its membership in the excess liability program from the SELF Joint Powers Authority, and

The District desires to seek alternative quotations for limits of liability, and

In order for the District to be able to make an informed decision on this matter it must give notice of withdrawal to the Schools Excess Liability Fund Joint Powers Authority by December 31, 2020.

NOW THEREFORE, BE IT RESOLVED, that the Board of Trustees of District notifies the SELF Joint Powers Authority of its intent to withdraw from that SELF Joint Powers Authority effective July 1, 2021.

PASSED AND ADOPTED by the Governing Board of the District at 2323 N. Broadway, Santa Ana, California on the 14th Day of December, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, _____, Clerk of the Governing Board of the District of Santa Ana, California, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by said board at the regularly scheduled and conducted meeting held at the time and place stated, which resolution is on file and of record in the office of said board.

Board Clerk

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

Adoption of Resolution Authorizing Payment to Trustee Absent from Board Meetings

Resolution No. 20-24

Whereas, California Education Code Section 72024(5d) provides that “a member (of the Board of Trustees) may be paid for any meeting when absent if the Board by Resolution duly adopted and included in its minutes find that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board,” and

Whereas, on November 16, 2020, the Board of Trustees of the Rancho Santiago Community College District held a special board meeting; and

Whereas, Trustee Zeke Hernandez was not present at the board meeting; and **Whereas**, the board has determined that Trustee Hernandez’ absence was due to illness;

NOW, THEREFORE, BE IT RESOLVED that Trustee Hernandez shall be paid at the regular rate of compensation for the board meeting on November 16, 2020.

Dated this 14th day of December 2020.

Ayes:
Noes:
Absent:
Abstain:

Marvin Martinez
Secretary to the Board of Trustees

AUTHORIZATION FOR BOARD TRAVEL/CONFERENCES (with actual and necessary expenses)

BOARD MEMBERS (to be approved)

COMMUNITY COLLEGE LEAGUE OF CALIFORNIA
ADVISORY COMMITTEE ON LEGISLATION

1 Board Member
(John Hanna)

Sacramento, California - January 27, 2021
Sacramento, California - February 26, 2021
Sacramento, California - March 25, 2021
Sacramento, California – May 19, 2021
Sacramento, California – June 18, 2021
Sacramento, California – August 18, 2021
Sacramento, California – November TBD, 2021

There are minimal travel expenses to Sacramento since some meetings will occur via conference calls or virtual meetings.